AFTER RECORDING MAIL TO:

RIDWEST FUNDING CORPORATION 1020 31ST STREET, SUITE 401 DOWNERS GROVE, ILLINOIS 60515



LOAN NO. 095849863

[Space Above This Line For Recording Date].

#### MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on September 16, 1991. The mortgagor is DEAR R. WOLDSZIE, A BACKELOR and EDITH A. DOBROWOLSKI, DIVORCED NOT SINCE REMARKIED

("Borrower").

This Security Instrument is given to HIDNEST FUNDING CORPORATION,

AN ILLINOIS COMPORATION

which is organized and existing under the laws of 1 L L 1 # 0 1 S

1020 31st Street, Suit: LP1, Bowners Greve, 11 60515

, and whose address is ("Lander").

Borrower owes Lander the principal suriof one Hundred Thirteen Thousand Hine Hundred and no/100

Dollars (U.S. \$ 113,900.00 ). 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, drand payable on October 1, 2021. This Security instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security instrument; and (r) the performance of Borrower's comments and agreements under this Security instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lander the following described property located in COOK County, Minois:

LOT \$2110 IN WEATHERSFIELD UNIT TWELVE, BEING A TUBDIVISION OF THE HORTHMEST QUARTER OF SECTION TWENTY-WINE, TOWNSHIP FORTY-OAF WORTH, RANGE TEN, EAST OF THE THIRD PRINCIPAL HERIDIAN, AND THE SOUTHWEST QUAPTER OF SECTION THENTY, TOWNSHIP FORTY-ONE MORTH, RANGE TEN, EAST OF THE TITLE PRINCIPAL MERIDIAN, COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF PECORDED IN THE RECORDER'S OFFICE OF COOK COUNTY, ILLINOIS ON AUGUST 21, 1947 AS DOCUMENT NO. 20234745, IN CODE COUNTY, ILLINOIS.

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Tax 1.0. #:07-29-113-025

which has the address of

507 BROCKTON LANE

SCHAUKBURG [City]

[Street]

Illinois 60193 Zio Code

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and 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."

SORROWER COVENANTS that Borrower is lawfully selsed 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.

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# UNOFFICE PALCOPY THOSE HOLD ON THE ANNUAL PROPERTY OF THE PROP

Lander may, at Landeifs option, obtain coverage to protect Lender's hights in the Property in accordance with to Lander's approve which shall not be unreasonably withheld. If Borrower falls to maintain coverage described above, ior this periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and Property trained against loss by fire, hazards included within the term "extended coverage" and any other hazards, 5. Hexand or Property Insumince. Borrower shall keep the improvements now existing or hereafter erected on the

Borrower shall eatlefy the fien or take one or more of the actions set forth above within 10 days of the giving of notice. a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Lander subordinating the lien to this Security Instrument. If Lander determines that any part of the Property is subject to 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 lien in a manner acceptable to Lender; (b) confests in good faith the lien by, or defends against entition entitie lien in a microement of the lien in, legal proceedings which in the Lender a opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to

Lender receipts evidencing the payments. industria to be paid under this paragraph. If Borrower makes these payments directly, Borrower (i.e.), promptly furnish to pay them on time directly to the person owed payment. Borrower thail promptly furnish to Lencer all notices of Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in t'at manner, Borrower shall

A: Charges; Llers: Borrower shall pay all taxes, assessments, charges, fines and incy eltions attributable to the Property which may ettain priority over this Security instrument, and lesselvoid payments of ground rents, it any.

under paragraph 2; third, to interest due; fourth, to principal due; and lest, to any late thereas due under the Note. peragraphe 1 and 2 shell be applied: first, to any prepayment charges due under the 10te; second, to amounts payable 2. Application of Payments. Unless applicable law provides otherwise, at payments received by Lender under

sums secured by this Security Instrument. or sale of the Property, shall apply any Funds held by Lender at the time of acquieltion or sale as a credit against the Funds held by Lender, if, under paragraph 21, Lender shall acquire (r s all the Property, Lender, prior to the acquisition Upon payment in full of all sums secured by this Security Institution, Lender shall promptly refund to Borrower any

sind in such case Borrower shall pay to Lender the amort int a scenary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at I ender's sole discretion. by Lender at any time is not sufficient to pay the Escrot Acts when due, Lender may so notify Borrower in wrking, Borrower for the excess Funds in accordance with the Lands of applicable law. If the amount of the Funds held

If the Funds held by Lender exceed the amount of primited to be held by applicable law, Lender shall account to

Flinds are pledged as additional security for all Arms secured by this Security Instrument. provides otherwise. Unless an agree of a final of applicable law requires clames to be paid, Lander shall not be required to pay Borrower any interest or earlings on the Funds. Borrower and Lander may agree in writing, however, that inserest shall be paid on the Funds. Or der shall give to Borrower, without charge, an arrunal accounting of the final interest showing credits and debits to the Funds. And the purpose for which each debit to the Funds was made. The escrow account; or verifying it is factow learns, unless Lander pays Borrows interest on the Funds and applicable law permits Lender to pay a one-time charge for an independent real setate to pay a one-time charge for an independent real setate to pay a one-time charge for an independent real setate to pay a one-time charge for an independent real setate to pay a one-time charge for an independent real setate to pay a one-time charge for an independent real setate to pay a one-time charge for an independent real setate to pay a one-time charge for an independent real setate to pay a one-time charge for an independent real setate and a position of the contract of pay the Escrow Herrie. Lander, may not charge Borrower for holding and applying the Funds, annually analyzing the The Funds when the interimentation whose deposits are insured by a federal agency, transmissibly, or entity, [including Lands: & Linds: is such an institution) or in any Federal Home Lands: Lands: sinal apply the Funds to

ecound the meaning encount a tender for a federary refined montgage four may require for Borrower's secrount syrder the federal field Exists Settlement fluorations for 1374 as amended from time to time, 12 U.S.C. \$2801 et sec. (1959/A); unless another law fine applies to the france cate a feast amount if ac, Lander may, at any time, collect and fined fluory. It an amount not to encount of the second fluoration amount of Funds due on the basis of current of fluoration in accordance of fines factors in the configuration of current or characteristic materials. Selected payments or ground-street on any tell yearly montages insurance premiums, it any, and (i) any sume payable by yearly flood insurance premiums, it any; (ii) yearly montages insurance premiums, it any; (iii) pendy montages insurance florest in accordance with the provisions of prescriptions of prescriptions. These learner are called "Excross learner, Cardens any sequire for subminimal mounts not to excount any majories for florest and being a ferror account account any majories for florest account account any majories for florest and from the total form any majories for florest account account any majories for florest and from the total form any majories for florest account account. 2: Funds for Taxes and Insurance. Subject to applicable law or to a written walver by Lander, Borrower shall pay
to Lander on the day monthly payments are due under the hole, and the Note is paid in full, a sum (T-unds') for: (a)
yearly trains and assessments which may attain priority over this Security insurance as a few on the Property; (b) yearly
lessed of payments or ground earlie on the Property, if any; (c) yearly instructed or property insurance premiums; (d)

1) Payment of Principal and Interest: Prapayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the class evidenced by the Mole and any prepayment and late charges due under the

UNIFORM COVENANTS. Borrower and Lander coversers and agree as follows: limited verlations by jurisdiction to constitute a uniform security instrument covaring real property. THS SECURITY RISTRUMENT conforms uniform covernments for national use and non-uniform coverants with

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### UNOFFICIAL CORMING \*\*\*\*\*\*\*\*

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 promptly 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 Lander 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 leasened. 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 answer within 30 days a notice from Lender that the 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 will begin when the notice is given.

Unless Lendur 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 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from paymage 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.

- Occupancy, Preservetion, Maintenance and Protection of the Property; Borrower's Loan Application; Leageholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within stay days. after the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit wagte on the Property. Borrower shall be in default if any torien are action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in foreign of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest Sorrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate incorrection or statements to Lender (or falled to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.
- 7. Protection of Lender's Rights in the Property. If Borrower fails to partiam 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 forfeiture or to enforce taws 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 does.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of demower 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 at m Lender to Borrower requesting payment.

8. Mortgage insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument. Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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 PURPOSE OF PARAGRAPH 7.

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person) without Lender's prior written consent, Lender may, at its option, require immediale payment in full of all sums in it is sold or transferred (or it a beneficial interest in Borrower is sold or transferred and Borrower is not a restural Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or any interest

\*\*Ec Bomower's Copy, Sonower shall be given one conformed copy of the Note and of this Security Instituture.

Mote are declared to be severable.

Which can be given effect without the conflicting provision. To this end the provisions of this Security instrument and the Note conflicts with applicable law, such conflict ahall not affect other provisions of this Security instrument or the Hole Uniadiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the 15. Coverning Last; Severability. This Security Instrument shall be governed by tedent last and the last of the

as provided in this peragraph.

Property Address or any other address Borrower designates by rotice to Lander. Any notice to Lander stest be give The class met to Lender's address stated harmin or any other address Lander designates by matics to Berromer. As Tolice provided for in this Security Instrument shall be desined to have been given to Berromer or Lander when give 14. Notices. Any notice to Bonomer provided for in this Security instrument shall be given by discount it or by medical by the colors of the residual to the security of the provided for in this Security instruments and the residual to the security of the

13. Loan Charges. If the loan secured by this Security Instrument is said to to a law minch sate meningue of the start leaves finally interpreted so that the interpret or other loan charges conclude or to be callected to connection with the loan exceed the permitted finals. Herr. (a) any same already called the referend by the amost needed permitted finals will be refunded to the permitted finals and charges to make in the form already and the startest of the second to the

Inditionant or the Hole without that Bonness's coment.

Somower may agree to extend, modify, forbear or make any accommodal and with regard to the turns of the Security finitiument or the Hole without that Bonness's coment. co-ligning, grant and convey that Borrower's interest in the Property and the tarms of this Security transmissing to this Security Instrument shall bind and benefit the succernorn and serigns of Lender and Serioner, subject to the provisions of paragraph 17. Somower's coverants and equality is abid by joint and several. Any Bomower who 12. Successors and Assigns Bound; Joint and Count Liability; Co-signars. The covariants and agreements of

interies! Leinder shall not be neguined to commonse proceedings against any successor in interest or refuse to entering demand made by the original Borrower or Borrower or Borrower in the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in suspciaing any right or remedy shall not be a waiver of or preduct the ensercies of any right or remedy. The Borrower Hot Released; Fig. 2 breance By Lender Hot a Welver. Extension of the time for payment or modelication of anotization of the surve screed by this Security Instrument granted by Lender to any successor in inference shall not operate to the survey of the heighty of the original Borrower or Borrower's successors in

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such Liniess Lender and Borrows otherwise agree in writing, any application of proceeds to principal shall not exend or

Property or to the surrier secured by this Security Instrument, whether or not then due. make an award of chain for damages, Borrower falls to respond to Lender within 30 days after the date the notice to given, Land. It is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the fithe Property is abandoned by Borrower, or it, after notice by Lender to Borrower that the condemnor offers to

Instrument whether or not the sums are then due. nuises arbiblicable law otherwise provides, the proceeds arell be applied to the sume secured by this Security smount of the sums secured immediately before the taking, unless borrower and Lender otherwise agree in writing or raking of the Property in which the tair market value of the Property immediately before the taiking is less than the value of the Property immediately before the taking. Any balance shall be paid to Borrower, in the event of a partial following inaction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market witing, the sums secured by this Security instrument shall be reduced by the amount of the proceeds multiplied by the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in In the evert of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security

essigned and shall be paid to Lender.

any condemnation or other tailing of any part of the Property, or for conveyance in lieu of condemnation, are hereby 10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection. 

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secured by this Security Instrument. However, this option shall not be exercised by Kender 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 these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Borrower's Right to Reinstata. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as If no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Charge of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and addition of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Ecrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hizzardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary. Borrower shall promptly take all necessary remedial actions is accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials volating asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means in teral laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as tolows:

- 21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 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 rainstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Berrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to expense incurred in pursuing the remedies provided in this paragraph 21, including, but not finited to, reasonable attorneys' less and costs of title evidence.
- 22. 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.
  - 23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.

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