

UNOFFICIAL COPY

This instrument was prepared by:

MARTHA ROMAN

(Name)

91493549

CHICAGO, IL 60603

(Address)

010061017

15.00

CH 367720

MORTGAGE

THIS MORTGAGE is made this 17TH day of SEPTEMBER 1991, between the Mortgagor, DAVID DOBRZYNSKI AND KATHLEEN M. DOBRZYNSKI, HIS WIFE

(herein "Borrower"), and the Mortgagee, CITIBANK, FEDERAL SAVINGS BANK a corporation organized and existing under the laws of the United States, whose address is 1 SOUTH DEARBORN CHICAGO, ILLINOIS 60603 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of U.S. \$ 30,000.00 which indebtedness is evidenced by Borrower's note dated SEPTEMBER 17, 1991 and extensions and renewals thereof (herein "Note"), providing for monthly installments of principal and interest, with the balance of indebtedness, if not sooner paid, due and payable on OCTOBER 1, 2006

TO SECURE to Lender 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, Borrower does hereby mortgage, grant and convey to Lender the following described property located in the County of COOK State of Illinois:

LOT 43 IN LINCOLN TERRACE SUBDIVISION, PHASE 1, BEING A SUBDIVISION OF PART OF THE NORTH EAST 1/4 OF SECTION 27, TOWNSHIP 35 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COOK COUNTY RECORDS

1991 SEP 24 AM 10: 29

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31-27-203-002

which has the address of 4239 WEST 216TH STREET, MATTESON

(Street)

(City)

Illinois 60443 (herein "Property Address"); (Zip Code)

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents all of which 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 hereinafter referred to 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 covenants that Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

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

1. PAYMENT OF PRINCIPAL AND INTEREST. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.

2. FUNDS FOR TAXES AND INSURANCE. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments 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 (including condominium and planned unit development assessments, if any) 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. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

ILLINOIS-HOME IMPROVEMENT-1/80-FNMA/FHLMC UNIFORM INSTRUMENT

Handwritten signature/initials: BOB 165

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remedy

10. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or

lien which has priority over this Mortgage. assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby

9. CONDEMNATION

The proceeds of any award or claim for damages, direct or consequential, in connection with any to Lender's interest in the Property. provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related

8. INSPECTION

Lender may make or cause to be made reasonable entries upon and inspections of the Property, contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder. payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing

additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become Lender's written agreement or applicable law.

insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and a condition of making the loan secured by this Mortgage. Borrower shall pay the premium required to maintain such attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender acquires mortgage insurance as Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable

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, then by laws and regulations of the condominium or planned unit development, and/or its constituent documents. obligations under the declaration or covenants creating or governing the condominium or planned unit development, the

Mortgage is on a unit in a condominium or a planned unit development. Borrower shall perform all of Borrower's deterioration of the Property and shall comply with the provisions of any lease if this Mortgage is on a leasehold. If this DEVELOPMENTS. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or

6. PRESERVATION AND MAINTENANCE OF PROPERTY LEASEHOLDS, CONDOMINIUMS, PLANNED UNIT to the sums secured by this Mortgage. authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is

if the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice loss if not made promptly by Borrower. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of

security agreement with a lien which has priority over this Mortgage. shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender, provided, that require and in such amounts and for such periods as Lender may require. insured against loss by fire, hazard or extended coverage, and such other hazards as Lender may

5. HAZARD INSURANCE

Borrower shall keep the improvements now existing or hereafter erected on the Property leasehold payments or ground rents, if any. other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage, and

Borrower's covenants when due. Borrower shall pay or cause to be paid all taxes, assessments and under any mortgage, deed of trust or other security agreement with a lien which has priority over this Mortgage, including

4. PRIOR MORTGAGES AND DEBTS OF TRUST; CHARGES; LIENS

Borrower shall perform all of Borrower's obligations under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note. Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower

3. APPLICATION OF PAYMENTS

Unless applicable law provides otherwise, all payments received by Lender under the time of application as a credit against the sums secured by this Mortgage. apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at

Lender. If under paragraph 17 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall Upon payment in full of all sums secured by this Mortgage, Lender shall promptly refund to Borrower any Funds held by

shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require. Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due. Borrower

promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by due dates of taxes, assessments, insurance premiums and ground rents, such excess shall be, at Borrower's option, either

if the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the security for the sums secured by this Mortgage. and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional

earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits is made or applicable law requires such interest to be paid. Lender shall not be required to pay Borrower any interest or

at the time of execution of this Mortgage that interest on the Funds shall be paid to Borrower, and unless such agreement interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing

the Funds, analyzing said account and compiling said assessments and bills, unless Lender pays Borrower to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured

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19. ASSIGNMENT OF RENTS, APPOINTMENT OF RECEIVER. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 17 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

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 Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest in the remedies as provided in paragraph 17 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower by Lender in enforcing the covenants and agreements of Borrower contained in this Mortgage, and in enforcing Lender's other covenants or agreements of Borrower contained in this Mortgage; (c) Borrower pays all reasonable expenses incurred would be then due under this Mortgage and the Note had no acceleration occurred; (b) Borrower cures all breaches of any discontinued at any time prior to entry of a judgment enforcing this Mortgage if: (a) Borrower pays Lender all sums which due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage

18. BORROWER'S RIGHT TO REINSTATE. Notwithstanding Lender's acceleration of the sums secured by this Mortgage EVIDENCE, ABSTRACTS AND TITLE REPORTS. OF FORECLOSURE, INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COSTS OF DOCUMENTARY MORTGAGE BY JUDICIAL PROCEEDING. LENDER SHALL BE ENTITLED TO COLLECT IN SUCH PROCEEDING ALL EXPENSES BY THIS MORTGAGE TO BE IMMEDIATELY DUE AND PAYABLE WITHOUT FURTHER DEMAND AND MAY FORECLOSE THIS BEFORE THE DATE SPECIFIED IN THE NOTICE, LENDER, AT LENDER'S OPTION, MAY DECLARE ALL OF THE SUMS SECURED ANY OTHER DEFENSE OF BORROWER TO ACCELERATION AND FORECLOSURE. IF THE BREACH IS NOT CURED ON OR SALE OF THE PROPERTY. THE NOTICE SHALL FURTHER INFORM BORROWER OF THE RIGHT TO REINSTATE AFTER RESULT IN ACCELERATION OF THE SUMS SECURED BY THIS MORTGAGE, FORECLOSURE BY JUDICIAL PROCEEDING, AND MUST BE CURED, AND (4) THAT FAILURE TO CURE SUCH BREACH ON OR BEFORE THE DATE SPECIFIED IN THE NOTICE MAY (3) A DATE, NOT LESS THAN 10 DAYS FROM THE DATE THE NOTICE IS MAILED TO BORROWER, BY WHICH SUCH BREACH; PROVIDED IN PARAGRAPH 12 HEREOF SPECIFYING: (1) THE BREACH; (2) THE ACTION REQUIRED TO CURE SUCH BREACH; ANY COVENANT OR AGREEMENT OF BORROWER IN THIS MORTGAGE, INCLUDING THE COVENANTS TO PAY WHEN DUE 17. ACCELERATION, REMEDIES, EXCEPT AS PROVIDED IN PARAGRAPH 6 HEREOF, UPON BORROWER'S BREACH OF NON-UNIFORM COVENANTS. Borrower and Lender further covenants and agrees as follows:

16. TRANSFER OF THE PROPERTY. Borrower shall not execute or deliver to any third party, or to any transferee, all or any part of the Property or an interest therein, including (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) a transfer by devise, descent, or by operation of law upon the death of a joint tenant, or (c) the grant of any leasehold interest of three years or less not containing an option to purchase, Borrower shall cause to be submitted information required by Lender to evaluate the transferee as if a new loan were being made to the transferee. Borrower will continue to be obligated under the Note and this Mortgage unless Lender releases Borrower in writing. If Lender, on the basis of any information obtained regarding the transferee, reasonably determines that Lender's security may be impaired, or that there is an unacceptable likelihood of a breach of any covenant or agreement in this Mortgage, or if the required information is not submitted, Lender may declare all of the sums secured by this Mortgage to be immediately due and payable. If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 12 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed or delivered within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any

15. REHABILITATION ON LOAN AGREEMENT. Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement which Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims or defenses which Borrower may have against parties who supply labor, materials or services in connection with improvements made to the Property.

14. BORROWER'S COPY. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after completion hereof. "costs", "expenses", and "attorney's fees" include all sums to the extent not prohibited by applicable law or limited herein, jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to the extent and the provisions of this Mortgage and the Note are declared to be severable. As used herein,

13. GOVERNING LAW; SEVERABILITY. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The state and local laws applicable to this Mortgage shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of Federal law to this Mortgage. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provisions, and to the extent and the provisions of this Mortgage and the Note are declared to be severable. As used herein,

12. NOTICE. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

11. SUCCESSORS AND ASSIGNS BOUND, JOINT AND SEVERAL LIABILITY, CO-SIGNERS. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 18 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Mortgage, but does not execute the Note, (a) is co-signing this Mortgage only to mortgage, grant and convey that Borrower's interest in the Property to Lender under the terms of this Mortgage, (b) is not personally liable on the Note or under this Mortgage, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Mortgage or the Note without that Borrower's consent and without releasing that Borrower or modifying this Mortgage as to that Borrower's interest in the Property.

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Upon acceleration under paragraph 17 hereof or abandonment of the Property, Lender shall be entitled to have a receiver appointed by a court to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Mortgage. The receiver shall be liable to account only for those rents actually received.

**20. RELEASE** Upon payment of all sums secured by this Mortgage, Lender shall release this Mortgage without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**21. WAIVER OF HOMESTEAD.** Borrower hereby waives all right of homestead exemption in the Property.

## REQUEST FOR NOTICE OF DEFAULT AND FORECLOSURE UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Mortgage to give Notice to Lender, at Lender's address set forth on page one of this Mortgage, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Mortgage.

*David Dobrzynski*  
\_\_\_\_\_  
DAVID DOBRZYNSKI -Borrower

*Kathleen M. Dobrzynski*  
\_\_\_\_\_  
KATHLEEN M. DOBRZYNSKI -Borrower

\_\_\_\_\_  
-Borrower

\_\_\_\_\_  
-Borrower

STATE OF ILLINOIS COOK County ss.

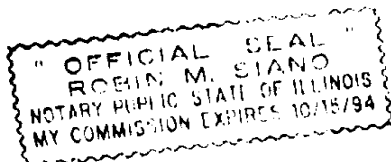
I, *undersigned*, Notary Public in and for said county and state, do hereby certify that  
DAVID DOBRZYNSKI AND KATHLEEN M. DOBRZYNSKI, HIS WIFE

personally known to me to be the same person(s) whose name(s) ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that The Y signed and delivered the said instrument as THEIR free voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal, this 17TH day of SEPTEMBER, 1991.

My Commission expires:

*Robin M. Stano*  
\_\_\_\_\_  
Notary Public



91493549

(Space Below This Line Reserved For Lender and Recorder)

RECORD AND RETURN TO:  
CITIBANK, FEDERAL SAVINGS BANK

*Box 165*