

PREPARED BY:
BARBARA KONOPKA
SCHAUMBURG, IL 60173

UNOFFICIAL COPY

91061091

RECORD AND RETURN TO:
METROPOLITAN FINANCIAL MORTGAGE CORPORATION
1000 E. WOODFIELD ROAD-SUITE 240
SCHAUMBURG, ILLINOIS 60173

(Space Above This Line for Recording Data)

0057481627

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on FEBRUARY 4, 1991
The mortgagor is HELENA WROBEL, MARRIED TO
TADEUSZ WROBEL **

91061091

("Borrower"). 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 Lender the principal sum of
SIXTY TWO THOUSAND AND 00/100

Dollars (U.S. \$ 62,000.00). 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, due and payable
on FEBRUARY 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; (b) the payment of all other sums, with interest,
advanced under paragraph 7 to protect the security 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 property located in

COOK County, Illinois:
LOT 19 (EXCEPT THE NORTH 20 FEET THEREOF) AND ALL OF LOT 20 IN BLOCK
31 IN CRANE VIEW AVENUE HOME ADDITION TO CHICAGO, A SUBDIVISION OF
PART OF THE WEST 1/2 OF THE WEST 1/2 OF SECTION 9, TOWNSHIP 38 NORTH,
RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY
ILLINOIS.

DEPT-01 RECORDING \$15.29
T#1111 TRAN 7333 02/07/91 14:20:00
#5308 # A *-91-061091
COOK COUNTY RECORDER

**TADEUSZ WROBEL IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE
OF WAIVING ANY AND ALL MARITAL AND HOMESTEAD RIGHTS
19-09-327-055

which has the address of 5448 SOUTH LONG AVENUE CHICAGO
(Street) (City)

(Illinois) 60638 ("Property Address");
(Zip Code)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and 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; 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-FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials: *He W*

15 Mail

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Lender may take action under this paragraph 7. Lender does not have to do so. instrument, appearing in court, paying reasonable attorney's fees and entering on the Property to make repairs. Although in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security

Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights

governments and agreements contained in this Security instrument, or there is a legal proceeding that may significantly affect

7. PROTECTION OF LENDER'S RIGHTS IN THE PROPERTY; MORTGAGE INSURANCE.

If Borrower fails to perform the leasehold and fee title shall not merge, unless Lender agrees to the merger in writing.

substantially change the Property, allow the Property to deteriorate or commit waste. If this Security instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the

8. PRESERVATION and MAINTENANCE of PROPERTY; LEASEHOLDS.

instrument immediately prior to the acquisition.

Under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting

postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or

begin when the notice is given.

restore the Property or to pay sums secured by this Security instrument, whether or not then due. The 30-day period will

offer to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or

Borrower abandons the Property, or does not answer within 30 days a notice from Lender that no insurance carrier has

applied to the sums secured by this Security instrument, whether or not then due, with any excess paid to Borrower. If

restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be

the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of

carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance

shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give the Lender all

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

unreasonably withheld.

insurance carrier providing the insurance shall be chosen by Borrower, subject to Lender's approval which shall not be

requires insurance. This insurance shall be maintained in the amount and for the periods that Lender requires. The

insured against loss by fire, hazards included within the term "extended coverage" and any other hazards for which Lender

5. HAZARD INSURANCE.

Borrower shall keep the improvements now existing or hereafter erected on the Property

the giving of notice.

identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of

the Property is subject to a lien which may attain priority over this Security instrument, Lender may give Borrower a notice

agreement satisfactory to Lender subordinating the lien to this Security instrument. If Lender determines that any part of

prevent the enforcement of the lien or forfeiture of any part of the Property, or (c) secures from the holder of the lien an

faith the lien by, or defends against enforcement of, the lien in, legal proceedings which in the Lender's opinion operate to

in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) contests in good

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower (a) agrees

evidencing the payments.

under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts

time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid

shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on

Property which may attain priority over this Security instrument, and leasehold payments or ground rents, if any. Borrower

4. CHARGES; LIENS.

Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the

Note; third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

paragraphs 1 and 2 shall be applied: first, to late charges due under the Note; second, to prepayment charges due under the

3. APPLICATION OF PAYMENTS.

Unless applicable law provides otherwise, all payments received by Lender under

application as a credit against the sums secured by this Security instrument.

immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of

Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than

Upon payment in full of all sums secured by this Security instrument, Lender shall promptly refund to Borrower any

amount necessary to make up the deficiency in one or more payments as required by Lender.

amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any

Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the

dates of the escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due

the Funds was made. The Funds are pledged as additional security for the sums secured by this Security instrument.

charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to

Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without

writing that interest shall be paid on the Funds. Unless an agreement is made or applicable law requires interest to be paid,

reporting service shall not be a charge for the purposes of the preceding sentence. Borrower and Lender may agree in

by Lender in connection with Borrower's entering into this Security instrument to pay the cost of an independent tax

Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless

2. FUNDS FOR TAXES and INSURANCE.

Subject to applicable law or to a written waiver by Lender, Borrower shall pay

to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to

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

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 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.

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

9. 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 for conveyance in lieu of condemnation, are hereby 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: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemner 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 collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

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 Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release 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 refuse to extend time for payment or otherwise modify amortization of 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 exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. SUCCESSORS and ASSIGNS BOUND; 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 co-signs this Security Instrument but does not execute the Note (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property, under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument, and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. LOAN CHARGES. 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 collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

13. LEGISLATION AFFECTING LENDER'S RIGHTS. If enactment or expiration of applicable laws 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 invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph 17.

14. 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 directed 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.

15. GOVERNING 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.

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

17. 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 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.

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My Commission Expires: 12/31/91
"OFFICIAL SEAL"
JEAN M. BURNS
Notary Public, State of Illinois
My Commission Expires 10/28/94

Notary Public
[Signature]

Given under my hand and official seal, this 4TH day of FEBRUARY, 1991

personally known to me to be the same Person(s) 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.

for said county and state, do hereby certify that _____ HELENA WRABEL, MARRIED TO TADEUSZ WRABEL**

State of Illinois, COOK County ss: _____

HELENA WRABEL/MARRIED TO _____ TADEUSZ WRABEL
(Seal) (Seal)
Tadeusz Wrabel
Tadeusz Wrabel
(Seal) (Seal)
Borrower Borrower

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.

- Adjustable Rate Rider
- Graduated Payment Rider
- Other(s) (specify)
- Planned Unit Development Rider
- Condominium Rider
- 1-4 Family Rider

ALL MARITAL AND HOMESTEAD RIGHTS IS EXECUTING THIS MORTGAGE SOLELY FOR THE PURPOSE OF WAIVING ANY AND

23. RIDERS TO THIS SECURITY INSTRUMENT

22. WAIVER OF HOMESTEAD

21. RELEASE

20. LENDER IN POSSESSION

19. ACCELERATION; REMEDIES

NON-UNIFORM COVENANTS

18. BORROWER'S RIGHT TO REINSTATE

17. BORROWER'S RIGHT TO REINSTATE

16. BORROWER'S RIGHT TO REINSTATE

15. BORROWER'S RIGHT TO REINSTATE

14. BORROWER'S RIGHT TO REINSTATE

13. BORROWER'S RIGHT TO REINSTATE

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Property of Cook County