91154283

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

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on MARCH 28
The mortgagor is LONGIN TAJCHREBER AND AGNIESZKA TAJCHREBER, HUSBAND AND WIFE

1, 1991. FO FIRER

("Borrower"). This Security Instrument is given to MORTGAGE CAPITAL CORPORATION

, which is organized and existing under the laws of and whose address is 111 EAST KELLOGG BOULEVARD

THE STATE OF MINNESOTA ST. PAUL, MINIESOTA 55101

Borrower owes Lender the principal sum of FIFTY SIX THOUSTAID AND 00/100

56,000 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 APRIL 1, 1996. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renowals, extensions and modifications; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protec. the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Socurity Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following duscribed property located in County, Illinois

UNIT NO. 3D-S AS DELINEATER ON SURVEY OF THE FOLLOWING DESCRIBED PARCEL OF REAL ESTATE (HERYIDAFTER REFERRED TO AS "DEVELOPMENT PARCEL"): THAT PART OF LOT ! SOUNDED AND DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH EAST JORNER OF SAID LOT, THENCE SOUTH 15 DEGREES 48 MINUTES 15 SECONDS WEST ALONG THE EASTERLY LINE OF SAID LOT, A DISTANCE OF 325.60 FEET TO REGINNING IN SAID LOT; THENCE SOUTH 65 DEGREES 47 MINUTES 10 SECONDS WEST 17.25 FEET; THENCE NORTH 49 DEGREES 11 MINUTES 45 SECONDS WEST 209.08 FEET MORE OR LESS, TO A LINE 89 FEET EASTERLY, OF, AS MEASURED AT RIGHT ANGLE AND PARALLEL WITH WESTERLY LINE OF LOT 1; SAID POINT OF INTERSECTION BERN THE PLACE OF BEGINNING OF THIS DESCRIPTION, THENCE 18 DEGREES 52 MINUTES 32 SECONDS WEST ALONG SAID PARALLEL LINE TO ITS INTERSECTION WITH A LINE DRAWN NORTH 78 DEGREES 52 MINUTES 32 SECONDS EAST FROM A POINT ON THE WESTERLY LINE OF LOT 1, 65.47 FEET NORTHERLY OF THE SOUTH WEST CORNER OF SAID LOT, THENCE SOUTH 78 DEGREES 12 MINUTES 32 SECONDS WEST, 82.36 FEET, MORE OR LESS, TO A LINE 17.67 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLE AND PARALLEL WITH WESTERLY LINE OF LOT 1; THENCE SOUTH 18 DEGREES 52 MINUTES 32 SECONDS WEST ALONG THE LAST DESCRIBED PARALLEL LINE 34 FEET, MORE OR LESS, TO LTS INTERSECTION, WITH A LINE DRAWN NORTH 83 DEGRESS 52 MINUTES 32 SECONDS EAST FROM A POINT ON THE WESTERLY LINE OF SAID LOT 1, 24 FEET NORTH RLY OF THE SOUTH WEST CORNER OF LOT 1; THENCE SOUTH 63 DEGRESS 52 MINUTES 32 SECONDS WEST, 25 FEET, MORE OR LESS TO THE WESTERLY LINE OF LOT 1; THENCE NORTHERLY ALONG THE WESTERLY LINE OF LOT 1, 528.31 FEET MORE OR LESS, TO THE NORTH WEST CORNER OF SAID LOT; THENCE NORTH 30 DEGREES 00 MINUTES 00 SECONDS EAST ALONG SAID NORTH LINE, TO A POINT ON SAID NORTH LINE 208 FEET WEST OF THE NORTH EAST CORNER OF SAID LOT; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECOND EAST, 30 FEET, THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST, 8 FEET THENCE SOUTH OO DEGREES OO MINUTES OO SECONDS EAST, 30 FEET, MORE OR LESS TO A LINE 176.08 FEET WESTERLY AS MEASURED AT RIGHT ANGLES AND PARALLEL WITH EASTERLY LINE OF SAID LOT; THENCE SOUTH 15 DEGREES 48 MINUTES 15 SECONDS WEST ALONG THE LAST DESCIRBED PARALLEL LINE 148.53 FEET, MORE OR LESS, TO ITS INTERSECTION WITH A LINE DRAWN SOUTH 49 DEGREES 11 MINUTES 45 SECOND WEST, 29.33 FEET, MORE OR LESS TO THE PLACE OF BEGINNING, IN GRIZAFFI AND FALCONE EXECUTIVE TATES, BEING A SUBDIVISION IN THE NORTH EAST QUARTER OF SECTION TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL ESTATES, MERIDIAN, IN COOK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT "A" TO DECLARATION MADE BY GRIZAFFI AND FALCONE CONTRACTORS, INC., A CORPORATION OF ILLINOIS, RECORDED IN THE OFFICE OF THE

RECORDER OF COOK COUNTY, ILLINOIS AS DOCUMENT NUMBER 2130740 TOGETHER WITH AN UNDIVIDED 2.01% INTEREST IN SAID DEVELOPMENT PARCEL (EXCEPTING FROM SAID DEVELOPMENT PARCEL ALL THE LAND, PROPERTY AND SPACE KNOWN AS UNIT 1AN TO 1HN, 2AN, TO 2HN, 3AN TO 3HN AND 1AS TO 1HS, 2AS TO 2HS, 3AS TO 3HS AS SAID UNITS ARE DELINEATED ON SAID SURVEY), IN COOK COUNTY, ILLINOIS

PERMANENT INDEX NO. 12-04-204-054-1044

UNOFFICIAL COPY

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bloth and the title shall not merge unless Lander agrees to the merger in writing.

Lender may take settion under this paragraph 7, Lender does not have to do so. Instrument, appaining in sourt, 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. in the Property. Lender's setions may include paying any sums secured by a lien which has priority over this Security regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights Lender's vigints in the Property (such as a proceeding in bankruptcy, probate, for condemnation or to enforce laws or sovenents visional in the Security instrument, or there is a legal proceeding that may significently after the 7. PROTECTION of LENDER'S RIGHTS in the PROPERTY; MORTGAGE INSURANCE. If Borrower falls to perform the

old, Sorrower shall comply with the provisions of the lesse, and if Sorrower sequires fee title to the Property, the betantially change the Property, allow the Property to deteriorate or commit waste. It this Security instrument is on a PRESERVATION and MAINTENANCE of PROPERTY, LEASEHOLDS. Borrower shall not destroy, demage or

instrument immediately prior to the acquisition.

from demage to the Property prior to take sind of rebnet of sessitions and of rolar of the education and the Becurity under paragraph 18 the Property is acquired by Lender, Sorrower's right to any insurance policies and proceeds resulting postpone the 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 80-day period will offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the or seeds to repair or serf seitnes eanswern! wit fant sebned most eation a syst of children and and section to the the property of t 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 lists ence proceeds shall be the Property demaged, If the restoration or repair is economically feasible and Lender's scourky is not lessened. If the Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be at or eatoration or repair of

carrier and Lander. 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, Borrows shall promptly give the Lender all All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender

MILESCOURDIA MICHIGA ed for lists showing 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 amounts and for the periods that Lender requires. estainst loss by fire, hazards included within the term "extended coverses" and any other hazards for which Lender HAZARD INSURANCE. Borrower shall keep the improvements new existing or hereafter erested on the Property

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identifying the lien. Borrower shall satisfy the lien or take one 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 sgreement satisfactory to Lender subordinating the lien to this Security instrument. If Lender determines that any part of ans the enforcement of the list or forteiture of the Property; or (c) secures from the holder of the lien an state the lien by, or detends against enforcement of the light in, legal proceedings which in the Lender's opinion operate to boog ni atsentros (d) ; tebred of the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) contests in good Sorrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees

syldencing the payments. under this paragraph. If Borrower makes their payments directly, Borrower shall promptly furnish to Lender receipts bisq ed of structure to seption its rebrief of rightly furnish to Lender all notices of amounts to be paid shall pay these obligation in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on Property which may attain priority bover this Security instrument, and lessahold payments or ground rants, if any. Borrower CHERGES! FIERS: Borrower shall pay all taxes, essessments, charges, fines and impositions attributable to the

lote: third, to amounts payable under paragraph 2; fourth, to interest due; and last, to principal due. peragraphs 1 and 2 shelf be suprited to take charges due under the Note; second, to prepayment charges due under the Unless applicable law provides otherwise, all payments received by Lender under 3 APPLICATION OF PAN ENTS.

Instrument yituses sidt yd betuses smus et Jeniese tibete a se nolfsellege

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 inder paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than Upon payment of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any

ount necessary to make up the deficiency in one or more payments as required by Lender. the fur de held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any Borrower's (\$72n, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the dates of the cretow 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 start interest and be paid on the Funds. Unless as 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. Bottower and Lender may agree in set in someotion with Borrower's entering into this Security instrument to pay the cost of an independent tax besesse egiano A legiste e rious silem of tender lew permits Lender to make such a charge assessed Lender may not charge for holding and applying the Funds, analyzing the secount or verifying the escrow items, unless state agency fincluding Lender is Lender is such an institution). Lender shall apply the Funds to pay the escrow items-

To latebel a Vd bestransus to between et his his his distributions to alteched of motivalizations to between or graphs and property of the contract of the con current data and reasonable estimates of future escrow items.

insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of lessehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage one-twelfth of the see and assessments which may attain priority over this Security instrument; (b) yearly to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to 2. FINDS for TAXES and INSURANCE. Subject to applicable law or to a written waiver by Lender, Borrower shall pay

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SEE ATTACHED RIDER.

75-04-504-024-7044

ROSEWONT

Coot County Clerk's Office which has the address of 9622 WEST HIGGINS ROAD-UNIT 3D

(100,115)

("Property Address");

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record.

".yingord" ent as fremuntaril ytimas Salut ni ot berreter at galogerot ent hereafter a part of the property. All replacements and additions shall also be covered by this Security instrument. All of appurtenences, rents, toysities, minetal, oil and gas rights and profits, water rights and stock and all fixtures now or TOGETHER WITH all the improvements now or hereafter erected on the property, and juli easements, rights,

warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage.

variations by jurisdiction to constitute a uniform security instrument covering real property. THIS SECURITY INSTRUMENT combines uniform covenents for national use and non-uniform covenants with limited

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 1. PAYMENT OF PRINCIPAL and INTEREST; PREPAYMENT and LATE CHARGES. Bottower shall promptly pay when due UNIFORM COVENANTS Borrower and Lender covenant and egree as follows:

CSSAGLAG 78/3 bebnemA FORM 30 14 12/83

ILLINOIS-Single Family-FUMA/FHLMC UNIFORM INSTRUMENT

PREPI 89/01 'ARK 198-BR Borrower(s) Initials

... 2. FUNDS for TAXES and II SUN INCE. viltte. to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow 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 exercise items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the economitems, unless Lander 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 piedged 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 escrow items, shall exceed the amount required to pay the escrow items when due, the excess shall be, at Sorrower'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 escrow items when due, Borrower shall pay to Lender any amount necessar. to nake up the deficiency in one or more payments as required by Lender.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. 11 under paragraph 18 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the cale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit each the sums secured by this Security Instrument.

S. APPLICATION of PATMSNTS. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 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 in ler paragraph 2; fourth, to interest due; and last, to principal due.

CHARGES; LIENS, Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority ove/ this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligation in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Son ower shall promptly furnish to Lender all notices of amounts to be paid under this peregraph. If Sorrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligations secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operats to prevent the enforcement of the lien or forfeiture of any part of the Property; or (e) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Cocurity Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the iten. Borrower shall satisfy the lien or take one or incre of the actions set forth above within 10 days of the giving of notice.

5. HAZARD INSURANCE. Borrower shall keep the improvements roy existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended everage" and any other hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance sarrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All incurence policies and renewals shall be acceptable to Lender and shall include a standard mortgage eleuse. Lender shall have the right to hold 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 accompt 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 estimation 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 pild to Borrower. If Sorrower shandons 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 process 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 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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisiton shall pass to Lander to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

PRESERVATION and MAINTENANCE of PROPERTY; LEASEHOLDS. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a ~~~ shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the

> ---- I ander agrees to the merger in writing. TO AGE INSURANCE. If Borrower falls to perform the receding that may significantly affect

> > -- to enforce laws or

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9800486697 under this paragraphy? shall decome accitional dept of Borrower secured by this Any amounts disbursed by Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Nore 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.

8. 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 condemnor offers to make an award or settle's claim for damages, Borrower falls 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 Increwer 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 ATLEASED; 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 exercish of any right or remedy.
- 11. SUCCESSORS and ASSIGNS BOUND; JOINT and SEVERAL LIABILITY; CO-signers. The coverants and agreements of this Security Instrument shall bind and brine it the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenance and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the 🎎 🍪 : (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 sum, stready 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 peragraph 19. If Lender exercises this option, Londer 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 by 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 Mander shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to 'sor ower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender wher, 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.
 - 18. BORROWER'S COPY. | Borrower shall be given one conformed 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 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.

WIQWER'S RIGHT to REINSTATE. If Borrower meets certain conditions, Borrower shall have the right to have

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THIS BALLOON RIDER is made this 28TH day of MARCH	, 1991, and is incorporated
into and shall be deemed to amend and supplement the Mortgage, Deed of Trust	or Deed to Secure Debt (the "Security
instrument") of the same date given by the undersigned (the "Borrower") to secure the MORTGAGE CAPITAL CORPORATION	
Ithe "Lender") of the same date and covering the property described in the Security line 19622 WEST HIGGINS ROAD-UNIT 3D	nstrument and located at:
ROSEMONT, ILLINOIS 60018	· · · · · · · · · · · · · · · · · · ·

(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date." I understand the Lender may transfer the Note, Security instrument and this Rider. The Lender or anyone who takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument, Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the majority date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to obtain a new loan ("New Loan") with a new Maturity Date of APRIL 1 , 2021, the ("New Maturity Date") and with an interact rate equal to the "New Loan Rate" determined in accordance with Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinance Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance the Note or to modify the Note, reset the Note Rate, or extend the flote Maturity Date, and that I will have to repay the Note from my own resources or find a lender willing to lend me the impney to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Craditional Refinance Option, certain conditions must be met as of the Note Maturity Date. These conditions are: (1) I must stall be the owner and occupant of the property subject to the Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Note Maturity Date; (3) there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the Property (except for taxes and special assessments not yet due and payabir, arising after the Security Instrument was recorded; (4) the New Loan Rate cannot be more than 5 percentage points above the Note Rate; and (5) I must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW LOAN RATE

The New Loan Rate will be a fixed rate of interest squil to the Federal Home Loan Mortgage Corporation's required net yield for 30-year fixed rate mortgages subject to 160-day mandatory delivery commitment, plus one-half of one percent (0.5%), rounded to the nearest one-eighth of one is rent (0.125%) (the "New Loan Rate"). The required net yield shall be the applicable net yield in effect on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Refinance Option. If this required net yield is not available, the Note Holder will determine the New Loan Rate by using comparable information.

4. CALCULATING THE NEW PAYMENT AMOUNT

Provided the New Loan Rate as calculated in Section 3 above is not greater than 5 percentage points above the Note Rate and all other conditions required in Section 2 above are satisfied, the Note Holder will determine the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Security Instrument on the Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the ferriof the New Loan at the New Loan Rate in equal monthly payments. The result of this calculation will be the new a nount of my principal and interest payment every month until the New Loan is fully paid.

5. EXERCISING THE CONDITIONAL REFINANCE OPTION

The Note Holder will notify me at least 60 calendar days in advance of the Note Maturily Date and advise me of the principal, accrued but unpaid interest, and all other sums I am expected to owe on the Note Actually Date. The Note Holder also will advise me that I may exercise the Conditional Refinance Option if the conditions in Section 2 above are met. The Note Holder will provide my payment record information, together with the name, title and address of the person representing the Note Holder that I must notify in order to exercise the Conditional Refinance Option. If I meet the conditions of Section 2 above, I may exercise the Conditional Refinance Option by notifying the Note Holder no earlier than 60 calendar days and no later than 45 calendar days prior to the Note Maturity Date. The Note Holder will calculate the fixed New Loan Rate based upon the Federal Home Loan Mortgage Corporation's applicable published required net yield in effect on the date and time of day notification is received by the Note Holder and as calculated in ownership, occupancy and property lien status. Before the Note Holder with acceptable proof of my required ownership, occupancy and property lien status. Before the Note Maturity Date the Note Holder will advise me of the new interest rate (the New Loan Rate), new monthly payment amount and a date, time and place at which I must appear to sign any documents required to complete the required refinancing. I understand the Note Holder will charge me a \$250 processing fee and the costs associated with the exercise of the Conditional Refinance Option, including but not limited to the cost of updating the title insurance policy.

BY SIGNING BELOW, BORROWER accepts and agrees to the terms and covenants contained in this Balloon Rider.

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LONGIN TAJCHREBER	Borrower	AGNIESZKA TAJCHREBÉR	Borrowe
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THIS CONDOMINIUM RIDER is made this 28TH day of MARCH , 1991, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to MORTGAGE CAPITAL CORPORATION

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

9622 WEST HIGGINS ROAD-UNIT 3D, ROSEMONT, ILLINOIS 60018

(Property Address)

The Property Includes a unit in, together with an undivided interest in the common elements of, a condominium project known as: EXECUTIVE ESTATES

(Name of Condominium Project)

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

CONDOMINIUM COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Ler de: further covenant and agree as follows:

- A. Condominum Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.
- B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:
- (i) Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of one-twelfth of the yearly premium installments for heart insurance on the Property; and
- (ii) Borrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage.

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

- C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.
- D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Uniform Covenant 9.
- E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:
- (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty of in the case of a taking by condemnation or eminent domain:
- (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender:
 - (iii) termination of professional management and assumption of self-management of the Owners Association;
- (iv) any action which would have the effect of rendering the public fiability insurunce coverage maintained by
- F. Remedies. If Borrower does not pay condominium dues and assessments when due, than Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower succeed by the Security instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear informs from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this Condominium Rider.

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Agresia Tycrein	(Seei)
AGNIESZKA TAJCHRÉBER	-Borrowe
	(Seal)
	-Borrower
	(Seal)
	(Seal) Borrower

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