91233688

DEPT-01 RECORDING

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COOK COUNTY RECORDER

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MORTGAGE

#5116447

THIS MORTGAGE ("Security Instrument") is given on The mortgagor is MORGIECH KURDZIEL, A BACHELOR

May 14, 1991

HOUSEHOLD BANK FSB, A PEDERAL SAVINGS BANK

("Borrower"). This Security Instrument is given to

which is organized and existing under the laws of THE UNITED STATES OF AMERICA

, and whose address is

100 Mittel Drive, Wood Daie, Illinois 60191

("Lender"). Borrower owes Lender the principal sum of

June 1, 1996. This Security I istrument secures to Lender: (a) the repayments of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all their 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 Co

County, Illinois:

Lot 56 in Haussen's Subdivision of Lot 2 of Haussen's Scegers Addition to Chicago a Subdivision of Lots 4, 5 and 14 in Daylin Keiley and Carroll's Subdivision of the Northwest 1/4 of Section 26, Township 40 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois.

91233688

P.I.N.# 13-26-114-008

which has the address of

3033 N. Davlin Court

[Street]

Minois

60618 [Zip Code] ("Property Address");

ILLINOIS- Single Family - Fanale Mac/Freddie Mac UNIFORM INSTRUMENT ITEM 1878 (9012)

Chicago [City]

Perm 3014 990 (page 1 of 6 pages)

Great Ealar Bustions Forms. Inc. 188 To Order Call: 1-800-530-4300 © PAT 616-791-1131

Form 3614 9/96 (poge 6 of 6 pages) Wood Dele, Lilinois PATHEMENTATE COS del anes blodesugh My Commission Expires 9/8/92 Watricia A. Majerchin Hotery Public: State of Whinels yd baragarg asw triaminitani aistī Chupa Coules Notery Public isorique noissimmo expires: Diven under my hand and official seal, this day of 1446 free and voluntary act, for the uses and purposes therein set and delivered the said instrument as pre signed subscribed to the foregoing instrument, appeared before me this day in person, and asknowledged that , personally known to me to be the sam; person(s) whose name(s) 97 MOTCIECH KONDZIET' V BYCHEFOR do hereby certify that the undersigned a Notary Public in and for said county and state. Unit Continue County ss: SIMILE OF ILLINOIS, Social Security Number ... (Seal) Social Security Number ... MOJCIECH KURDZIEL militaring rider(a) executed by Borrower and recorded with it. BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument Other(a) [specify]

Rate Improvement Rider

Condominium Rider

Planned Unit Development Rider

a the coverants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. # Becoming Instrument, the coverants and agreements of each each rider shall be incorporated into und whall amond and Able by Borners and recorded together with

Second Home Rider

X L4 Family Rider

Biweekly Payment Rider

TabiM mooling

(es)xod sidabilique i

Graduated Payment Rider

rabifi staff aidmonfbA

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."

BORROWER COVENANTS that Borrower is lawfully seised 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.

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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or graced rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximute amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Retained Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 et seq. ("RESPA"), unless another law that applies to the Funds set; a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escroy Dems or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. 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. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

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

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions are butable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower 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 obligation 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 operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a 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 giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the

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Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

broach of any covenant or agreement in this Security in the section and or acceleration under paragraph 17 default (a) the acceleration under paragraph 17 default (b) the acceleration under paragraph 17 default (c) a date, not less than 30 days from the date (i.e. sotice is given to Borrower, by which the default must be used; and (d) that failure to cure the default on or before the day proceeding and sale of the Property. The notice may result is acceleration of the right to reinstate after acceleration and the right to assert in the foreclosure of the right to reinstate after acceleration and the right to assert in the foreclosure. If the proceeding the non-existence of a default or any other defense of Borroyer to acceleration and foreclosure. If the before the date specified in the not cured on or before the date specified in the not cured on or before the detail to any other defense of Borroyer to acceleration and foreclosure. If the fail of all sums secured by the Becurity Instrument without further around and may foreclose the Security provided in this paragraph 21, including, but not limited to, reasonable attorneys it as and cours of this evidence. Upon payment of all sums secured by this Security Instrument, sender shall release this Security 18 included in the relation of all sums secured by this Security Instrument, sender shall release this Security Instrument, sender shall release this Security instrument.

NON-UNIFORM COVENATIS. Borrower and Lender further covenant and agree as following Borrower's Acceleration; Remedies, Lender shall give Joines to Borrower prior to acceleration following Borrower's

Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic penticides, volatile solve its, naterials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" reans federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Far adous Substances" are those substances defined as toxic or hazardous substances by

Borrower shall prompily 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 temoval or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower authority, that any temoval or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower

residential uses and to maintenance of the Property.

Bostower shall in molly sive Lender written notice of say investigation claim, demand, lauruit or other action by say.

Herstrous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hand in the Property. Borrower 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 morage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal

may be one or more changes of the Loan Servicer unrelated to a sale of the Mote. If there is a change of the Loan Servicer, Bornower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will also contain any other information required by applicable law.

LS. Sale of Note: Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security finourment) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the cutify finourm as the "Loan Servicer 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.

Total law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this facturity Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) sures any default of any other covenants or agreement; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys (ces; 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 secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations accured 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.

periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not 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 Lendyr 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 junder paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security

Instrument immediately pain, to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occury establish, and use the Property as Borrower's principal residence within sixty 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 extendators circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a de artt and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lendre's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the fren 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 information or statements to Lender (or failed 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 le-schold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold again 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 perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeitar, 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 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 automeys' 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.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall occur interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Porrower 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 period 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.

9. 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.

10. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any

Single Family - Fannie MacPireddie Mac UNIFORM INSTRUMENT - Uniform Covenans 999 (puge 4 of 6 puges)

18. Borrower's Right to Reinstate. 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:

remedies permined by this Security Instrument without further notice or demand on Borrower.

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 expinition of this period, Lender may invoke any

the date of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. It all or any part of the Property or any 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 inmediate payment in full of all sums secured by without Lender's prior written consent. Lender may, at its option, require inmediate 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

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

declared to be severable.

purgraph.

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 provisions or clause of this Security Lestrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument as the Note and be given effect without the conflicting provision. To this end the provisions of this Security Instrument as the Note are

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 brander shall be given by first class in this Security Instrument shall be deemed to have been given to Borrower or Lender why notice provided for in this site.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by

prepayment charge under the Note.

charges, and that law is linally 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 exceed by the amount necessary to reduce the charge to the permitted limit, and (b) any sums already collected limit; shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected limit; be included by the amount necessary to reduce the charge to the permitted limits will be reduced by the amount necessary to reduce that the permitted limits will be included to borrower. Lender may choose to make this reducing the reducing the principal owed under the Note or by making a direct phyment to Borrower. It a refund reduces principal, the reduction will be treated as a partial prepayment without any direct phyment to Borrower. It a refund reduces principal, the reduction will be treated as a partial prepayment without any

.Jnsano:

Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of this 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 to tigning 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 suma secured by this Security Instrument; and (c) agrees that convey that secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbest secured by this Security Instrument or the Note with regard to the terms of this Security Instrument or the Note with regard to the terms of this Security Instrument or the Note without that Borrower's or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's

waiver of or preclude the exercise of any light or remedy.

modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest. Lender of Borrower's successors in interest. Lender of Borrower's successors in interest. Lender ot by Lender or refuse to count excepting 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 successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a secured by the original surpress of any demand made by the original portrament or properties of any demand made by the original portrament or properties of any demand made by the original portrament or properties of any demand made by the original portrament or properties of any demand made by the original portrament or properties of any demand made by the original portrament of or properties of any demand made by the original portrament or properties of any demand made by the original portrament or properties of any demand made by the original portrament or any demand or any dem

postpone the due denotified monthly payments referred to in paragraphs I and 2 or change the amount of such payments.

II. Borrower (40) Released; Forbearance By Leader Not a Waiver. Extension of the time for payment or

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

ands accused by this Security Instrument, whether or not then due.

If the Property is abundoned by Borrower, or if, after notice by Lender to Borrower that the condemnor 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

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security harmment, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property in the taking is equal to or greater than the amount of 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 taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking in the taking or unless applicable law secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

shall be paid to Lender.

condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and



BALLOON RIDER

(Co	ONDITIONAL RIGHT TO REFINAN	ICE)
THIS BALLOON RIDER is made this	e, Deed of Trust or Deed to Secure Debt (re the Borrower's Note to	
100 MITTEL DRIVE	WOODDALE, IL 6	· · · · · · · · · · · · · · · · · · ·
(the "Lender") of the same date and covering the p	property described in the Security Instrumer	nt and located at:
3033 N. DAVLIN COURT		60618
The futures who stated on the black to selled	[Property Address]	
The interest rate stated on the Note is called Lender may transfer the Note, Security Instrument a this Rider by transfer and who is entitled to receive	and this Rider. The Lender or anyone who	takes the Note, the Security Instrument and
ADDITIONAL COVERANTS. In addition to the covenant and agree exposures (despite anything to		
1. CONDITIONAL RIG 1T TO REFINANCE At the maturity date of any Note and Security with a new Maturity Date of Security "New Loan Rate" determined in accordance with Se "Conditional Refinance Option"). If thuse conditions the Note or to modify the Note, reset the Muce Rat resources or find a lender willing to lend me tho me	Instrument (the "Note Maturity Date"), I will 1	e") and with an interest rate equal to the d in Sections 2 and 5 below are met (the folder is under no obligation to refinance
2. CONDITIONS TO OPTION If I want to exercise the Conditional Refinance are: (1) I must still be the owner and occupant of the inition of th	he property subject to the Security Instrum re than 10 days late on any of the 12 scho liens, de(ect), or encumbrances against the sessments out yet due and payable) ariskn	nent (the "Property"); (2) I must be current eduled monthly payments immediately a Property, or other adverse matters affecting ing after the Security Instrument was recorded;
3. CALCULATING THE NEW LOAN RATE The New Loan Rate will be a fixed rate of inte fixed rate mortgages subject to a 60-day mandatory one-eighth of one percent (0.125%) (the "New Loan date and time of day that the Note Holder receives yield is not available, the Note Holder will determine	rest equal to the Federal house Loan Morti- delivery commitment, plus oncibil of one flate"). The required net yield shall be the notice of my election to exercise the Cond	e applicable net yield in effect on the ditional Refinance Option. If this required net
4. CALCULATING THE NEW PAYMENT A Provided the New Loan Rate as calculated in other conditions required in Section 2 above are sat sufficient to repay in full (a) the unpaid principal, plu Security instrument on the Note Maturity Date (assu the term of the New Loan at the New Loan Rate in principal and interest payment every month until the	Section 3 above is not greater than 5 percisfied, the Note Holder will determine the a is (b) accrued but unpaid interest, plus (c) ming my monthly payments then are currer equal monthly payments. The result of this	amount of the monthly payment that will be all other turns I will owe under the Note and nt, as required under Section 2 above), over
5. EXERCISING THE CONDITIONAL REF The Note Holder will notify me at least 60 cale but unpaid interest, and all other sums I am expecte exercise the Conditional Refinance Option if the con information, together with the name, title and addres the Conditional Refinance Option. If I meet the con the Note Holder no earlier than 60 calandar days an calculate the fixed New Loan Rate based upon the I effect on the date and time of day notification is rec calendar days to provide the Note Holder with acce. Note Maturity Date the Note Holder will advise me of and place at which I must appear to sign any docum charge me a \$250 processing fee and the costs as to the cost of updating the title insurance policy. BY SIGNING BELOW, BORROWER accepts an	endar days in advance of the Note Maturity and to owe on the Note Maturity Date. The ditions in Section 2 above are met. The Nos of the person representing the Note Hold ditions of Section 2 above, I may exercise and no later than 45 calendar days prior to the Federal Home Loan Mortgage Corporation's elved by the Note Holder and as calculated ptable proof of my required ownership, occur the new interest rate (the New Loan Rate ments required to complete the required referenced with the exercise of the Conditions	Note Holder also will action me that I may lote Holder will provide my payment record der that I must notify in order to exercise the Conditional Refinance Option by notifying the Note Maturity Date. The Note Holder will applicable published required net yield in d in Section 3 above. I will then have 30 cupancy and property lien status. Before the e), new monthly payment amount and a date, timfinancing. I understand the Note Holder will al Refinance Option, including but not limited
WOJEIRCH KURDZIEL	(Seal)	(Seal)
WOJCIECH KURDZIEL	(Borrower)	(Borrower)
	(Seal)	(Seel)
	(Borrower)	(Borrower)

MULTISTATE BALLOON RIDER-(Refinance) Single Family-Freddle Mac Uniform Instrument

Property of Cook County Clerk's Office

i ii Tagaanagaa



THIS 1-4 FAMILY RIDER is made this	day of	. 1991	and is incorporated into
and shall be deemed to amend and suppleme			trument") of the same date
given by the undersigned (the "Borrower") to	secure Borrower's Note to HOUSEI	HOLD BANK 1sb	
100 MITTEL DRIVE	WOOD DALE, II		
(the "Lender") of the same date and covering	the property described in the Security	Instrument and located at:	
3033 N. DAVLIN COURT	CHICAGO, IL 60	618	
1-4 FAMILY COVENANTS.	[Property Address]		
	amonto mada la the Consult. Instrumen	at Bamailian and Landar fieth	
in addition to the covenants and agre-	ements made in the Second instrumer	n, porrower and Lenger runn	er covenant and agree as
follows:			
A. USE OF PROPERTY; COM	IPLIANCE WITH LAW.		
Borrower shall not seek, agree to or n	take a change in the use of the Prope	erty or its zoning classification	n, unless Lender has
agreed in writing to the change. Borrower sh	all comply with all laws, ordinances, re	gulations and requirements of	of any governmental body
applicable to the Property.			
B. SUBCALINATE LIENS.			
Except as permitted by federal law, Bo	wayer shall not allow any tien interior	to the Security Instrument to	he newfested exclusi the
		to the security mairdinest to	ne beneciad against me
Property without Lender's prior written permiss	POTI.		
C. RENT LOSS INSURANCE.			
Borrower shall maintain insurance again	nst rent loss in addition to the other h	azarda for which insurance is	s required by Uniform Cov
enant 5.			
D. "BORROWER'S RIGHT TO	DEINGTATE" DELETER		
Uniform Covenant 18 is deletou.	MEIMOINIE DELEIED.		
CITIONI COVERNENT 18 IS CONS.CO.			

new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasahold.

E. ASSIGNMENT OF LEASES.X

F. ASSIGNMENT OF RENTS. Borrower unconditionally assigns and transfers to Lender at the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrowal's to sach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the property and receive and receive all rents and revenues of the property and receive and receive and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for id-ib-nal security only.

Upon Lender's request, Borrower shair assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute

If Lender gives notice of breach to Borrower: (i) all rents received by Dorrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security instrument; (a) Cender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenant of the Property shall pay all rents dur and unpaid to Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property helize or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a bree . Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full. 91232688

G. CROSS-DEFAULT PROVISION.

Borrower's default or breach under any note or agreement in which Lender has an interest shalf be a french under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 1-4 Fartily Rider.

WOJCECH KURDZIEL	(Seal)
WOJCIECH KURDZIEL	-Borrower
	-Borrower
	(Seei)
	-Borrower
	-Borrower

MULTISTATE 1-4 FAMILY RIDER - Fannie Mae/Freddie Mac Uniform instrument

Form 3170 10/85

Proberty of County Clerk's Office