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WHEN RECORDED MAIL TO

COOK COUNTY, ILLINOIS

TCF MORTGAGE CORPORATION

801 MARQUETTE AVENUE  
MINNEAPOLIS, MN 55402  
LOAN NUMBER: 591851538

1991 MAY 28 AM 10:43

91250697

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[Space Above This Line For Recording Data] *1991*

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 20TH**, 1991.  
The mortgagor is **MARK PULAWSKI MARRIED TO ELIZABETH PULAWSKI**

TCF MORTGAGE CORPORATION  
which is organized and existing under the laws of MINNESOTA  
801 MARQUETTE AVENUE, MINNEAPOLIS, MN 55402

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

, and whose address is

("Lender"). Borrower owes Lender the principal sum of  
EIGHTY THOUSAND TWO HUNDRED FIFTY AND NO/100  
Dollars (U.S. \$ 80,250.00). 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  
**JUNE 1ST, 2021**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced  
by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with  
interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (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 4 IN BLOCK 1 IN OVITT'S RESUBDIVISION OF BLOCK 12 IN SHIPMAN, BILL  
AND MERRILL'S SUBDIVISION OF THE EAST 1/2 OF THE NORTHEAST 1/4 OF  
SECTION 35, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL  
MERIDIAN IN COOK COUNTY, ILLINOIS.

91250697

which has the address of **2018 NORTH KEDZIE**, **CHICAGO**  
(Street) **(City)**  
Illinois **60641** **("Property Address")**  
(Zip Code)

ILLINOIS -- Single Family -- Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
(Item 107811 (9103))  
MFIL3112-04/91

BOX 15

Form 3014-990 (page 1 of 6 pages)

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for the 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 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 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 prior to the acquisition.

**6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Lien Application; Leneholds.** Borrower shall occupy, 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 extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit 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 security interest. Borrower may cure such default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate 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 leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**7. Protection of Lender's Rights in the Property.** If Borrower fails to 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 forfeiture 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 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.

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 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.

**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

ITEM 1876L3 (9103)

Form 3014 9/90 (page 3 of 6 pages)

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applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

**19. Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

**20. Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. 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 storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

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

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

**NON-UNIFORM COVENANTS.** Borrower and Lender make covenant and agree as follows:

**21. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

**22. Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

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

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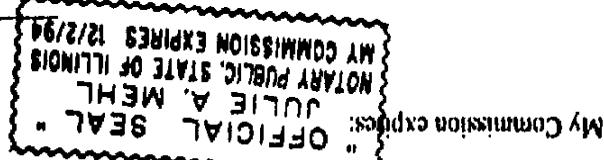
(Address)  
(Name)

TCF MORTGAGE CORPORATION,

This instrument was prepared by

Mary Pihl

*Mary A. Pihl*



Given under my hand and official seal, this 20th day of May 1991

forth,

and delivered the said instrument as check

free and voluntary act, for uses and purposes herein set

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed

Personally known to me to be the same person(s) whose name(s) are

*Dulawski*

do hereby certify that MARK PULAWSKI MARRIED TO ELIZABETH PULAWSKI and Elizabeth

, a Notary Public in and for said county and state,

*This instrument is true*

STATE OF ILLINOIS.

Social Security Number \_\_\_\_\_

\_\_\_\_\_  
Borrower  
(Scale)

Social Security Number 336-53-6048 \_\_\_\_\_

\_\_\_\_\_  
Borrower  
(Scale)

Social Security Number 38-40-6335 \_\_\_\_\_  
\_\_\_\_\_  
Elizabeth PULAWSKI \_\_\_\_\_  
Borrower  
(Scale)

By SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in pages 1 through 6 of this instrument. By reason of marriage to Mark PULAWSKI.

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Supporting instruments and agreements of each such rider shall be incorporated into and shall amend and supplement the instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and this Security instrument, if one or more riders are executed by Borrower and recorded together with 2d. Riders to this Security instrument. If one or more riders are executed by Borrower and recorded together with

- |                       |                          |                          |                          |                                |                          |                          |                          |                          |                          |                          |
|-----------------------|--------------------------|--------------------------|--------------------------|--------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Adjustable Rate Rider | <input type="checkbox"/> | Graduated Payment Rider  | <input type="checkbox"/> | Planned Unit Development Rider | <input type="checkbox"/> | Rate Improvement Rider   | <input type="checkbox"/> | Balloon Rider            | <input type="checkbox"/> | Other(s) (specify) _____ |
| X                     | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/>       | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |                          |

Instrument (Check applicable box(es))

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## 1-4 FAMILY RIDER

### Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 20TH day of MAY, 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

TCF MORTGAGE CORPORATION

(the "Lender")

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

2018 NORTH KEDZIE, CHICAGO, IL 60641

[Property Address]

**1-4 FAMILY COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT.** In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

**B. USE OF PROPERTY; COMPLIANCE WITH LAW.** Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

**C. SUBORDINATE LIENS.** Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

**D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

**E. "BORROWER'S RIGHT TO REINSTATE" DELETED.** Uniform Covenant 18 is deleted.

**F. BORROWER'S OCCUPANCY.** Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

**G. ASSIGNMENT OF LEASES.** Upon Lender's request, Borrower shall 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 new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a lease hold.

**H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.** Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the

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Boorrower  
\_\_\_\_\_  
(Seal)

Boorrower  
\_\_\_\_\_  
(Seal)

Boorrower  
\_\_\_\_\_  
ELIZABETH PULAWSKI  
MAUREK PULAWSKI  
\_\_\_\_\_  
Boorrower  
(Seal)

BY SIGNING BELOW, Borrower accepts to the terms and provisions contained in this 1-A Family Rider.

Instrument.

1. CROSS-DEFALKT PROVISION. Borrower, default or breach under any note or agreement in which Lender has in

all the sums secured by the Security Instrument are paid in full, any default or invalidity of record of Lender. This assignment of Rights of Recants of the Property shall not cure or waive judicially appointed receiver, may do so at any time when a default occurs. Any application of Recants shall not cure or waive maintenance before or after, giving notice of default to Borrower. However, Lender's agents or a Lender, or Lender's agent, or judicially appointed receiver, shall not be required to enter upon, and take control of or not perform any act that would prevent Lender from exercising his rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Recants and has not and will

not secure by the Security Instrument pursuant to Uniform Control of Lender to Lender.

If the receipts of the Property are not sufficient to cover the costs of taking control of and managing the Property and all

the inadequacy of the Property as security.

possession of the Recants and collect the Recants and profits derived from the Property without any showing as to account for only those Recants actually received; and (vi) Lender shall be entitled to have a receiver appointed to take

the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and when so the Property and collecting the Recants, including, but not limited to, attorney's fees, premiums on recciver's otherwise, all Recants collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law prohibits collect and receive all of the Recants of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Recants

the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to Recants unless (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and Lender has given notice to the tenant(s) that the Recants are to be paid to Lender or Lender's agent. This assignment of Recants constitutes an absolute assignment and not an assignment for additional security only.