UNOFFICIAL COPY

COOK COUNTY RECORDER

S1308166J/GutkowskiL

92404565

Do not write above this line 1000 M

MORTGAGE

| THIS MORTGAGE ("Socurity Instrument") is given | on June 4, | 19 92 . |
|--|---|-------------------|
| The Mortgagor(s) is (are) <u>Nobort B. Arckowski</u> s | nxi Carol Gutkowski, his wife | , whose |
| address(es) is (are) 2050 North Sayry Atomic | | Later release 15 |
| | | |
| herein as "Borrower." This Security Instrument a giver | n to <u>Centennial Mortgage Co.</u> | |
| with its principal business offices at <u>9525 %, deam</u> | 1 Migr., Resemble, 11, 60018 | |
| ("Lander"), Borrowar ay | was Landar the principal sum of U.S. \$ 26, 500,00 | |
| This debt is evidenced by Borrower's note dated the | same date as this Security instrument ("Note"), whi | ich providus for |
| monthly payments, with the full debt, if not paid earlier. | dur and payable on June 10, 2007 | |
| This Socurity Instrument secures | to ender: (a) the repayment of the debt evidenced b | y the Note, with |
| nterest, and all renewals, extensions, and modification | as: (b) the payment of all other sums, with interest, a | idvanced under |
| paragraph 7 to protect the security of this Security I | Instrument and (c) the performance of Borrower's | covenants and |
| agreements under this Security Instrument and the No | ote. For the curpose Borrower does hereby morte | anda denat and |
| convey to Lender the property located in Ctxik | . County Illinois and described in Exhib | it A attached to |
| convey to Lender the property located in COOK | COMY, MINIOS MICH COSCIDED IN EXTRO | TO A CHARLETON TO |
| this Security Instrument, which has the address of | 2050 PORCH STORE AVENUE, Chicago, II. 60 | 1025 |
| . Illinols. | ("Property Address"); | |
| , minors, | (1) Spany radios / | |
| | | |

TOGETHER WITH all the Improvements now or hereafter proceed on the property, and all ensements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and richeck and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Sapurity instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

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

Borrower and Lender covenant and agree as follows:

- 1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note.
- 2. Funds for Taxes and Insurance. Subject to applicable law and if required by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") equal to 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.

If Lender requires the Funds to be paid, 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 escrow items. Lender may not charge for holding and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funcis and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid on the Funds. Unless an agreement

Is made or applicable law requires in rest to be paid to Bordwer. Lander the hout be required to pay Borrower any interest or earnings on the Funds. Lender shall give 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 Borrower'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 necessary to make 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. If under paragraph 18 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any funds held by Lender at the time of application 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 amounts payable under paragraph 2; second, to accrued interest; and third, in reduction of principal.
- 4. Prior Mortgage's and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of flust or other security agreement which has priority over this mortgage, including borrower's covenant to make payments where que.

Borrower shall pay all other taxes, assessments, charges, fines and impositions attributable 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. Sorrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes those payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any light 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 light in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; 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 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 colorage" and any other hazards for which Lender requires insurance. If all or any part of the Property is used for rental purposes, Borrower shall also maintain insurance against rent loss. The above insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to warder's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgages clause in favor of Lender. 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, do rower 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 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 integrance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any expessibility particle. If Lender has required immediate payment in full of all the sums secured by this Security Instrument pursuant to paragraph 18, Lender may apply the insurance proceeds to the sums secured by this Security Instrument with the 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 the 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 18 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. 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 leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property Microgase Insurance. Borrower falls 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 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.

If Lender requires 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 inspection of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.
- 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lander.

In the event of a total children of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not their 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 Borrowar, 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 procreds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

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

- 10. Borrower Not Released; Forbearance By Lender Note 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 of 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 forboarance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 11. Successors and Assigns Bound; Joint and Several Liability; Co-signe.c. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender e...! Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only ic 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, forther or make any accommodations with regard to the terms of this Security Instrument or the Note: that Borrower's consent, and without impairing the enforceability of this Security Instrument.
- 12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which so's maximum loan 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 charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.
- 13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 18.
- 14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

- 15. Governing Law; Severability. This Security instrument chall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
- 16. Borrower's Copy. Borrower acknowledges receipt of a conformed copy of the Note and of this Security Instrument.
- 17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 18. Acceleration Remedies. Upon Borrower's breach of any covenant or agreement in this Security Instrument or default under the Note Cender may notify Borrower of such breach, and may, at its option, 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. Length shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but we limited to, reasonable attorneys' fees and costs of title evidence.
- 19. Assignment of Lease. Sorrower hereby assigns to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon Lender's notice to Borrower of Borrower's breach of any covenant or agreement in this Security Instrument 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 19, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- 20. Assignment of Rents. Borrower unconditionally assigns and transfers to lender the rents and revenues of the Property. Borrower authorizes Lender or Lender's agent(s) to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agent(s), except that Lender shall not be entitled to collect such rents and revenues if and to the extent such rents and revenues are being collected by the holder of an assignment of rents which has priority over this Security Instrument. Prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property. The assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower, and to the exient that rents are not being collected by the holder of an assignment of rents which has priority over this security interest; (i) rull rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender 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 due and unpaid to Lender or Lender's agent(s) on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents, except to the rolder of a mortgage, deed of trust or other encumbrance which has priority over this Security instrument and has not and will not perform any act that would prevent Lender from exercising any rights under this paragraph 20 which Lender presently new or any rights to which Lender may become entitled in the future as a result of the release, satisfaction or invalidity of a presently existing assignment of rents.

Any application of rents shall not cure or waive any default or invalidate any other rights or remedies of Lender. This assignment of rents of the Property 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.

- 21. Lender in Possession. Upon acceleration under paragraph 18 or abandonment of the Property and at any time thereafter Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property, including those past due, pursuant to paragraph 20 hereof. However, Lender shall be under no obligation to enter upon, take control of or maintain the Property. Any rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Security Instrument.
- 22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower, except that Borrower shall pay any recordation costs.
 - 23. Walver of Homestead. Borrower waives all right of homestead exemption in the Property.
- 24. Use of Property; Compilance with Law. Borrower shall not seek, agree to or make a change in the use of the C 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.

REQUEST FOR NOTICE OF DEFAUCT AND FOREGUES UNDER SUPERIOR MORTGAGES OR DEEDS OF TRUST

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

| BY SIGNING BELOW, Borrower accepts and agrees to and in any rider(s) executed by Borrower and recorded wit | the terms and covenants contained in this Security instrument hit. |
|---|--|
| Robert B. Gutkowski Borrower | x Carol Sutboroske (Seal) |
| Robert B. Gutkowski -Borrower | Carol GutkowskiBorrower |
| (Seal) -Borrower | (Seal) -Borrower |
| STATE OF ILLINOIS | |
| COUNTY OF COOK)SS | |
| I, <u>Samuel M. Einhorn</u> State, do hereby certify that <u>Robert B. Gutkowski</u> and | , a notary public in and for said County and |
| subscribed to the foregoing instrument appeared before m | to me to be the same person(s) whose name(s) is (are) ne this day in person, and acknowledged that she (he) (they) free and voluntary act, for the uses and purposes therein set |
| GIVEN under my hand and official seal this 4th | |
| ANOTARY COM | SEATON |
| MY COMMISSION S | NOTARY PUBLIC |
| Please Record and Section 16: | Trile instrument was prepared by: |
| | LAW OFFICES OF |
| SAMUEL M. EINHORN | SAMUEL M. EINHORN |
| COLUMBIA CENTRE III | CS25 W. BRYN MAWR AVE., SUITE 130 RCS: MONT, ILLINOIS 60018 |
| ROSEMONT, ILLINOIS 60018 | |
| | 0,50 |
| Attention: | MAIL TO |
| | EXPRESS |
| | The transfer of the contract o |
| | 120 W. MADISON ST. 13 CHIEARR, IF RABO2 |

UNOFFICIAL COPYLICKOWSKI

The South 33 feet of lot 2 in Block 3 in Hillside, being a subdivision of the East 1/3 of the South 1/2 of the West 1/3 of the West 1/3 of the South 1/2 of the West 1/3 of the South 1/2 of the East 1/2 of the West 1/4 of Section 31, Township 40 North, Range 13 East of the Third Principal Meridian, in Cook County, Illinois, P.1.N. 13 31 126:015 eZKZa 2050 N. Savre Ave., Chicago, H. 60635

Property of Cook County Clerk's Office

5210 15 85