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## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on OSTH, day of OCTOBER, 1992. The mortgagor Lu DEONID HILEYKOVSKY and AND a followed bill of a beauty to the control of the contro ing provinces to the contracting to the contraction of the contraction

("Borrower")/ This security Instrument is given to MORTGAGE CAPITAL CORPORATION ( ) ("") which is organized and existing under the laws of Minnesota, and Whose address ...... is 111 E. KELT. OOG BLVD., "ST." PAUL" MN 55101, or from these above ment and any ("Lender"). Borrower owes Lender the principal sum of the principal sum and the property of the contraction of the second of the s ONE HUNDRED FORTY NINE THOUSAND AND NO/100 DOLLARS (U.S.S. 149,000.00). This debt is revidenced by Borrower's note with dated the same date as this Security Instrument's ("Note"); which provides for """ monthly payments, with the full debt, if not paid earlier, due and payable on the first day of OCTOBBR, 2022. This Security Instrument secures to Lender: "(a) - the repayment of the debt evidenced by the Note, with interest, and all menewals, with 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:

SEE ATTACHED LEGAL DESCRIPTION.

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Illinois 60025-The second arriver of equal these sense with a manufact group of a business of (310 Code) reactive for a distriction of fine of theoreth growth Applies but Through District Additional Millingia of Cott on Makes and

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenences, 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 Laufully 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 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.

PAGE 1 OF 6

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ELLINOIS-Single Family-Fannie Mag/Fredddia Mag UNIFORM INSTRUMENT MEDITAGE AND REPORTED VIN

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LHIFORM COVENANTS. Bor over and lender poverant and agree a tollown:

1. Payment of Principal and Interest on the debt syldenced 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 weiver by Lender, Sorrower shall pay to Lender, Supported day monthly payments are due under the Note, until the Note is paid in full, a sum ("funde") for (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leganhold payments or ground rents on the Property, if any; (c) yearly hazard or property Insurance payments or ground rents on the Property, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payeble 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 maximum amount a lander for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures: Act of 1974 as smended from time to time, 12 U.S.C. Section \$2601 et seq. ("RESPA"), unless another taw that applies to the funds sets 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 smount of funds due on the basis of current data and resemble estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution wiose deposits are insured by a federal egency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender well apply the Funds to pay the Escrow Jams. Lender may not charge Sorrower for holding and applying the Funds, annually analyzing the escrow eccount, or verifying the Escrow Jams, unless Lender pays Sorrower interest on the Funds and applicable low payoffs Lender to make such a charge. However, Lender may require Sorrower 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 estate. Lender shall give to be be seen and the payon of the Funds, showing cradits and whits 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 exceld the amounts permitted to be held by applicable law, Londer shall account to Borrower for the excess Funds in expendence 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 recurity Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, coder 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 spainst the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides thereise, all payments received by Lender under paragraphs 1 and 2 shall be applied; first, to any prepaying charges due under the Note; second, to amounts poyable under paragraph 2; third, to interest due; fourth, tr 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 attributable to the Property which may attain priority over this Security instrument, and lessehold payments or ground rents, if any. Sorrower shall pay these obligations in the solver 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 with this paragraph. If Deprover makes these payments directly, Sorrower shall promptly furnish to Lender results evidencing the payments.

Borrower shall promptly discharge any lies which has priority over this Security instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lies in a menner ecceptable to Lender; (b) contests in good faith the lies by, or defends against enforcement of the lies in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lies or (c) secures from the holder of the lies an agreement satisfactory to Lender subordinating the lies to this Security Instrument. If Lender determines that any part of the Property is subject to a lies which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lies. Borrower shall satisfy the lies 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 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 promiums 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.

PAGE 2 OF 6

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 of the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Sorrower's right  $\pm$  to  $\pm$ any insurance policies and proceeds resulting from debuge to the Property prior to the Secquisition shall pass to Landor to the extent of the sums secured by this Security "Instrument immediately prior to the " Smithing or a tribut governor to a strong sate of

- Preservation, Maintenance and Protection's of the Copperty; So Borrower's Loan of 6. Occupancy, Application: Leaseholds. 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 cocupy the property as Borrower's principal residence for at least one year after the date of cocupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld;" or unless extenuating direums. Onces exist which are beyond Borrower's control. Borrower shall not destroy, damage or 1903 11 impair the Property, Illow the Property to detariorate, or commit Waste on the Property, "Borrower shall " " " be in default if any vorieiture action or proceeding, whether bivil'or oriminal, is begun that in Lender's 🐃 🐃 good faith judgment adult result in forfeiture of the Property or otherwise materially impair the illen prested by this Security instrument or Lender's security interest. Secrober may cure such a default and the reinstate, as provided in we suraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, procludes forfeiture 'of 'the' Borrower's 'interest in the Property or other material impairment of the lien created by this Security Instrument or Lunder's security (1997) 13 3 2 Interest. Borrower shall also be default if Borrower, during "the Alban application process, gave materially false or fracturete information or statements to Lender (for failed to provide Lender) with 'any material information) in connection with the loan evidenced by the Note, including, but "not" ifmited to, representations condensing Sorrower's occupancy of the Property as a principal residence. If this Security instrument is on a lessohold, 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 marge unless. Lender agrees to the merger in writing,
- 7. Protection of Lender's Rights in the Property? If Borrower falls to perform the covenants to the covenant 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 fin bankruptoy, probate, for then Lender may do and pay for whatever 'sa condemnation or farfeiture or to enforce take or regulations); necessary to protect the value of the Property and Lender's highlight in the Property. "Lender's actions 'may include paying any sums secured by a tien which has priority over this security instrument, appearing in court, paying researable 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 are

Any amounts disbursed by Lender Under this paragraph ? "shall" busons "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 in the Hote rate and shall be payable. interest, upon notice from Lender to Borrower requesting payment.

- B. Mortgage Insurance. If Lender required mortgage "Insurance as a localition of making the toen secured by this Security Instrument, Borrower shall pay the promilms required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender tapees or ceases to be in effect, Sorrower shall pay the premiums required to obtain deverage substantially equivalent to the mortgage insurance previously in effect, at a cold stantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an liternate 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 rortgage available, Borrouer shall pay to Lender each month a sum equal to one-twelfth of the yearly rortgage insurance premium being paid by Borrower when the insurance coverage tapsed or cassed to be in 46.00%. tender will accept, use and retain these payments as a loss reserve in the of mortgage insurance. reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (0) 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 impections 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 sward 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. I you assent you make a person with a period of the paid to

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PAGE 3 OF 6

ILLINOIS-Single Family-Fannis Mae/Fredddie Mac UNIFORM INSTRUMENT

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Form 3014 9/90 M. ell. el. In the event of a total tak no the reman, the proceed shill be applied of the averaged by this security instrument, whether or or their due with our access plus to sortow. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security instrument immediately before the taking, which sortower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be replaced by the security instrument shall be replaced immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Sorrower. 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, unless Sorrower 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 then due.

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 a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security

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 paregraphs 1 and 2 or change

the amount of such payments.

11. Borrower Nr. Released: Forbearance By Lander Not a Maiver. Extension of the time for payment or modification of analytization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Morrower shall not operate to release the liability of the original Borrower or Borrower's successors in literest, 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 furbourness by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of mr. right or remedy.

12. Successors and Assigns cound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of project 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to Fortgues, 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) agree that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations (17), regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. 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 to that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, thens (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 Sorrower. Lender may choose to make this refund by reducing the principal owed incir the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will by treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Corrover provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable lew requirer 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 Attical herein or any other address Lender designates by notice to Borrower. Any notice provided for in this security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal less and the less of the jurisdiction in which the Property is located. In the event that any provision of clause of this Security Instrument or the Note conflicts with applicable less, such conflict shall not elfor ather provisions of this Security Instrument or the Note which can be given affect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared or be severable.

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

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 (am 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 smalled within which Borrower must pay all sums secured by this Security Instrument. If Sorrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

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all Bicrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the sarlier of: (x) 5 days (or such other period as 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 of the conditions are that Borrowers (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; (d) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, remsonable attorneys' fees; and (d) takes such sation 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 Sorrower, this Security Instrument and the obligations secured hereby shall ramein fully effective as if no accoleration 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 pertial 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 the one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Bervicer, Morrower 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 my other information required by applicable law.

20. Nazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Halarinus Substances on or in the Property. Borrower shall not do, nor allow shydne else to do, enything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to he presence, use, or storage on the Property of 'mad't 'quantitle's 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 threatigation, claim, demand, tausuit 'or to will an action of the statement of the other action by any governmental or positively agency or private party. Involving the Property and any to the control Hazerdous Bubetende or Environmental tou of which Barrower has actual knowledge. If Refrover (darns, or la trasser ) but notified by any governmental or regulatory partority, that any removal or other remediation of any Hazardous Substance effecting the Property is necessary, Corrover shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous " carances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gaseline, kerosene, other fiammable or toxio petroleum products, toxic pesticiles 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...

HON-UNIFORM COVENANTS. Borrower and Lender further doverer ( and agree as follows: " yet have you are accessible and 21, Acceleration: Remedies. Lendor shall give notice to Sprinker prior to acceleration following Borrower's breach of any covenant or agreement in this Bear ty 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 loss than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (3) that failure to sure the default on or before the data 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 Borrowr, to acceleration and foreclosure. If the default is not sured on or before the date specified in the notice, VI 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. Leider shall be entitled to collect all expenses incurred in pursuing the remedies provided in this pursuing 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 92742990 Security Instrument without charge to Borrower, Borrower shall pey any recordation coats.

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

24. Riders to this Security Instrument, if one or more riders are executed by Sorrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the governants and agreements of this Socurity Instrument as if the rider(s) were a part of this Security Instrument.

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[ ] Condominium Rider

( ) 1-4 Family Rider

[ ] Graduated Payment Rider

[ ] Planned Unit Development Rider [ ] Biweekly Payment Rider

[ ] Balloon Rider

( ) Rate Improvement Rider

( ) Second Home Rider

( ) V.A. RIDER

( ) Other(s) (specify)

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ILLINOIS-Single Family-famile Hee/Freddie Hes UNIFORM INSTRUMENT

Form 3014 9/90 M. Il. INITIALSI 6-11.

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LAWYERS TITLE INSURANCE CORPORATION

SCHEDULE A CONTINUED - CASE NO. 92-03930

Lot 11 in Block 7 in Pleasant Tree Garden Estates, being a Subdivision of that part of the South 1/2 of the Northeast 1/4 of Section 30, Township 42 North, Range 12, East of the Third Principal Meridian, lying West of Milwaukes Avenue (except therefrom the North 120 feet thereof and excepting therefrom the West 350.10 feet of the North 823.60 feet thereof) in Gook County, Illinois.

Dropperty of Cook County Clerk's Office

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