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A.T.G.F. BOX 370

92029216



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This instrument was prepared by: MARGARETTEN & COMPANY INC 625 NORTH CT PALATINE, IL 60067

MORTGAGE

60902867

THIS MORTGAGE ("Security Instrument") is given on January The mortgagor is VINCENT BIELICKI, ANITA BIELICKI, HIS WIFE

DEPT. OF RECORDS & CLERK OF COURT \$33.00 T#5555 TRAN 7144 01/15/92 14:42:00 #8071 E *-92-029216 COOK COUNTY RECORDER

("Borrower").

This Security Instrument is given to MARGARETTEN & COMPANY, INC. under the laws of the State of New Jersey, and whose address is One Ronson Road, Iselin, New Jersey 08830

which is organized and existing

("Lender").

Borrower owes Lender the principal sum of One Hundred Forty- One Thousand, Seven Hundred Sixty Two and 00/100 Dollars (U.S. \$ 141,762.00). 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 February 1st, 2022. 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 3 IN THE RESUBDIVISION OF LOTS 33 TO 36 BOTH INCLUSIVE IN BLOCK 27 IN RESUBDIVISION OF BLOCKS 27 TO 30 BOTH INCLUSIVE AND 35 TO 38 BOTH INCLUSIVE IN THE VILLAGE OF JEFFERSON IN SECTION 9, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN. PIN #13-09-416-032-0000

which has the address of 5132 W STRONG CHICAGO, IL 60630

("Property Address");

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.

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Property of Cook County Clerk's Office

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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 shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. **Borrower's Copy.** Borrower shall be given one 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. **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 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 further 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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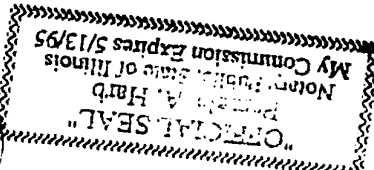
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MARGARETTEN & COMPANY, INC.
625 NORTH FRONT 3RD FLOOR
BALDWIN, IL 60067

Form 3014 9/90

MAIL 10:
BOX 370

ILLINOIS—SINGLE FAMILY—FNMA/FHLMC UNIFORM INSTRUMENT



Notary Public
Robert A. Harb
day of January 1992

My Commission expires:

Given under my hand and official seal, this 15th

personally known to me to be the same person(s) whose name(s) is(are) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he, she, they signed and delivered the said instrument as his, her, their free and voluntary act, for the uses and purposes therein set forth.

I, the Undersigned, a Notary Public in and for said county and state, do hereby certify that
VINCENT BIELICKI,
ANITA BIELICKI, HIS WIFE

STATE OF ILLINOIS, COOK

ss:

[Space Below This Line For Acknowledgment]

-Borrower

-Borrower

ANITA BIELICKI, HIS WIFE-Borrower

VINCENT BIELICKI-Borrower

Vincent Bielicki
Anita Bielicki

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

The following Riders are attached:
1-4 Family Rider

24. Riders to this Security Instrument. If one or more riders are executed by Borrower 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 covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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Property of Cook County Clerk's Office



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**1-4 FAMILY RIDER
Assignment of Rents**

THIS 1-4 FAMILY RIDER is made this 15th day of January 1992 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 MARGARETTEN & COMPANY, INC., a corporation organized and existing under the laws of the state of New Jersey

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:
5132 W STRONG, CHICAGO, IL 60630

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 this 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 leasehold.

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Replaces MHA-6015 Page 2 of 2 (Rev. 5/87)

MAR-6015 Page 2 of 2 (Rev. 5/91)

MULTISTATE 1-4 FAMILY RIDER-FNMA/FHLMC

Form 3170 9/90

 ANITA BIELICKI
Anita Bielicki

 VINCENT BIELICKI
Vincent Bielicki

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

by the Security Instrument.

has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender terminate when all the sums secured by the Security Instrument are paid in full.

or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or Lender, or Lender's agents, shall not be required to enter upon, take control of

Lender, or Lender's agents, or a judicially appointed receiver, shall not be required to enter upon, take control of and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not to Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property without any growing as to the inadequacy of the Property as security.

appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the of and managing the Property and collecting Rents, including, but not limited to, attorney's fees, receiver's fees, premiums law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee

This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only. Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Paragraph 21 of the Security the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property. Borrower **H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION.**

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