## **UNOFFIGIAL CORY**

This Instrument Was Prepared By: LYNN ZIENTY

When Recorded Mail To

FIRST NATIONWIDE BANK, A FEDERAL SAVINGS BANK DOCUMENT CONTROL P.O. BOX 348450 SACRAMENTO, CA 95834-8450

92302204

(Space Above This Line For Recording Data)

MORTGAGE

DOC. 020

WORTGAGE

THIS MORTGAGE ("Security Instrument") is given on APRIL 23, 1992
The mortgagor is CHARLES S. MICHALEK, A BACHELOR

DEPT-01 RÉCORDING \$27.00 T\$2222 TRAN 3384 05/04/92 15:03:00 \$5851 \$ B \$-\$2-30:2204 COOK COUNTY RECURSER

("Borrower"). This Security Instrument is given to FIRST
NATIONWIDE BANK, A FEDERAL SAVINGS BANK
under the laws of THE UNITED STATES OF AMERICA, and whose address is 135 MAIN STREET, SAN
FRANCISCO, CA 94105-1817

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

SIXTY THOUSAND AND 00/100

AS PER LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.

LOT FORTY-FILE (45) IN BLOCK FOURTEEN (14), IN HULSTEIN, A SUBDIVISION OF THE WEST HALF (1/2) OF THE NORTH WEST QUARTER (1/4) OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK, COUNTY, ILLINOIS.

PERMANENT PARCEL NO.

92302204

14-31-125-026

which has the address of

2238 WEST CHARLESTON CHICAGO, IL 60647-0000

("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easemonts, 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 seized 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.

CLOSER to: 10267
FNMA/FHLMC Uniform Instrument 3014 9/90
Page 1 of 5 A I M 1
L0959 (R05) 4/91 IL - Single Family

Loan # 0002722569

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UNIFORM COVENANTS. Borrower and Londer covenant and agree as follows:

1. Payment of Principal and Interest; Propayment and Late Charges, Borrower shall promptly pay when due the principal of

and interest on the debt evidenced by the Note and any propayment and late charges due under the Note.

2. Funds for Taxes and Insurance, Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or properly insurance premiums;(d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance promiums. Those items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrew account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. paragraph 2601 at seq. ("RESPA"), unless another law 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 losser amount. Londor may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow I tems or otherwise in accordance with applicable law.

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

Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the equirements 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. Burower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums socured by this Security Instrument, Londor shall promptly refund to Borrower any Funds held by Londer. II, under paragraph 21, Londer shall acquire greet 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 scle as a credit against the sums secured by this Security Instrument.

3. Application of Paymonts. Unless applicable low provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any propayment charges due and or the Note; second, to amounts payable under paragraph 2; third, to interest due;

fourth, to principal due; and last, to any late charges due ur der the Note.

4. Charges; Lions. Borrower shall pay all taxes, assements, charges, lines and impositions attributable to the Property which may attain priority over this Security Instrument, and leaseheld payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Londer all notices of amounts to be paid under this paragraph. If Borrower makes these payments

directly, Borrower shall promptly turnish to Londor receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Socurity Instrument unless Borrower: (a) egroes in writing to the payment of the obligation secured by the lien in a manner acceptants to Londer; (b) contrats in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's or in on operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordineting 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 me to of the actions set forth above within 10 days of the giving of natica.

S. Hazard or Property Insurance, Borrower shall keep the improvements now stiting or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any cinc. hazards, including floods or flooding, for which Londor requires insurance. This insurance shall be maintained in the amounts and for the projects that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lander's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Londer'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 Londer and shall include a standard mort; age / leuse. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all recurred to paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Londor. Lendor may make proof of loss if

not made promptly by Borrower.

Unless Lender and Horrower otherwise agree in writing, insurance proceeds shall be applied to restoration or resir of the Property damaged, if the restoration or repair is economically leasible and Londer's security is not lessened. If the restoration or repair is not economically leasible or Lender's security would be lessoned, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whother 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 Londor that the insurance carrier has offered to settle a claim, then Londor may collect the insurance proceeds, Londor 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 Loan Application; Leasehold, Borrower shull 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 Londer 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 forfaiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgement could result in ferfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in 10267 Loan # 0002722569 CLOSER ID:

FNMA/FHLMC Uniform instrument 3014 9/90 A I M2

10950 (ROS) 4/91 IL - Single Family

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paragraph 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 London's security interest. Borrower shall also be in default if Borrower, during the lean application process, gave materially false or inaccurate information or statements to Lunder (or failed to provide Lunder 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 Londer agrees to the merger in writing.

7. Protection of London's Rights in the Property, II Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a logal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condomnation 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 Londor 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 equive out o the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance proviously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivelent mortgage insurance coverage is not a at able, Borrower shall pay to Lendor each month a sum equal to one-twelfth of the yearly mortgage insurance promium being paid by Berouler when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in livu 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 the Lender again becomes available and is obtained. Bure wer shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for me tgige 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 er prior to an inspection of your reasonable cause for the inspection.

10. Condomnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condomnation or other taking of any part of the Property, or for convey ance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or grea or heathe amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Londor otherwise agr., 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 lefor) the taking. Any belance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lindar otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Securit / Irstrument 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 condemner offers to make an award or sottle a claim for damages, Borrower fails to respond to Lender within 30 days Mer 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

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 I and 2 or change the amount of such payments.

11. Borrower Not Released; Forbearance By Lender Not a 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 or Borrower's successors in interest. Londer shall, or be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amorfication 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 proclude the exercise of any right or revious.

12. Successors and Assigns Bound; 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 cargraph 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 consigning this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property vider the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) of see that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the tolers 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 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 awed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial propayment without any propayment charge under the Note.

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 Proporty 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 Socurity Instrument and the Note are declared to be severable.

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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 it 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 Iederal law as of the date of this Security Instrument.

It 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 Roinstate. 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 reinstalement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgement entorcing 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 occured; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in entorcing 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 occured. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of New: 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 14.50 a 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. Corpower 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 viciation 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 witten 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, x comene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formal-dehyde, 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 low nant and agree as follows:

21, Acceleration; Remedies, Lender shall give notice to Borr were 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 propering the non-existence of a default or any other defense of Borrower to acceleration and foreclosure. If the default is not care 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 domand and may foreclose this Security Instrument by judicial proceeding. Leader 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. Rolonso. Upon payment of all sums secured by this Socurity Instrument, Lender shall release this Socurity 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.

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 supplier in the covenants and agreements of this Security Instrument (Check applicable bon(s))

Adjustable Rate Rider Graduated Payment Rider Balloon Rider	Condominium Rider Planned Unit Development Rider	1-4 Family Rider Biweekly Payment Rider
Other(s) specify	L. Convertible Rider	Second Home Rider

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CHARLES S MICHALEK	Cate
	Date
	Date
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	PULLIC IN AND FOR SAID COUNTY AND STATE DO HEREBY CERTIFY  ALCH PERSONALLY KNOWN TO ME TO BE THE SAME D TO THE I OREGOING INSTRUMENT, APPEARED BEFORE ME THIS DAY THEY SIGNET, AND DELIVERED THE SAID INSTRUMENT AS THEIR SES AND PURPOSES THEREIN SET FORTH. FICIAL SEAL THIS DAY OF  NOTARY PUBLIC