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AFTER RECORDING RETURN TO:

CMB/LIC

2809 S. LYNNHAVEN ROAD #360 1992 MAY 27 PM 2:45
VIRGINIA BEACH, VA 23452

92366941

316

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581721

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on **MAY 20, 1992**,
¹⁹
The mortgagor is **WELAISLAW SUKIENNIK**, A SINGLE MAN AND HALINA KUJAWA,
SINGLE WOMAN ("Borrower"). This Security Instrument is given to
LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS, which is organized and existing
under the laws of THE STATE OF TEXAS, and whose address is PO BOX 40,
AUSTIN, TEXAS 78767 ("Lender").

Borrower owes Lender the principal sum of NINETY THOUSAND AND 00/100
Dollars (U.S. \$ 90,000.00). This debt is evidenced by Borrower's note
dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not
paid earlier, due and payable on JUNE 01, 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 prop-
erty located in COOK County, Illinois:

THE WEST 30 FEET OF THE EAST 59 FEET OF LOT 171 IN KOESTER AND ZANDER'S
ADDITION TO WEST IRVING PARK, A SUBDIVISION OF THE SOUTH HALF OF THE
NORTH EAST QUARTER OF SECTION 20, TOWNSHIP 40 NORTH, RANGE 13 EAST OF
THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PERMANENT TAX NUMBER: 13-20-230-035.

which has the address of 5704 W. ADDISON STREET CHICAGO
(Street) (City)
Illinois 60634 ("Property Address");
(Zip Code)

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.

ILLINOIS—Single Family—Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3014 3/90 (page 1 of 6 pages)

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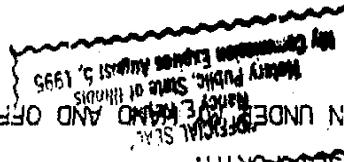
BOX 333

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M61L

James E. Kays
GIVEN UNDER SWORN AFFIDAVIT AND OFFICIAL SEAL, THIS 20 DAY OF MAY, 1992.



STATE, DO HEREBY CERTIFY THAT *Waldysia Skurinko*, whose name and address
PERSONALLY KNOWN TO ME TO BE THE SAME PERSON(S) WHOSE NAME(S) *Kayla*, a single woman
SUBSCRIBED TO THE FORGEARING INSTRUMENT, APPEARED BEFORE ME THIS DAY IN
PERSON, AND ACKNOWLEDGED THAT *they* SIGNED AND DELIVERED THE SAID
INSTRUMENT AS ~~HARVEY~~ FREE AND VOLUNTARY ACT, FOR THE USES AND PURPOSES
THEREIN SET FORTH.

James E. Kays COUNTY SS:

STATE OF ILLINOIS

Social Security Number
—Borrower
(Seal)

- Witnesses: *James E. Kays*
- and in any rider(s) executed by Borrower and recorded with it.
- BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and supplements the convenants and agreements of each such rider as if the rider(s) were a part of this Security Instrument.
- [Check applicable box(es)]
- Adjustable Rate Rider
 - Condominium Rider
 - 1-4 Family Rider
 - Graduated Payment Rider
 - Planned Unit Development Rider
 - Biweekly Payment Rider
 - Rate Improvement Rider
 - Second Home Rider
 - Balloon Rider
 - Other(s) [Specify]

26. 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 convenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

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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.

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 property 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 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 lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et 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 lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items 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 Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower 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 earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to 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 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 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 Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender 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 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 any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to 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 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. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien 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 lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; 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 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.

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23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property. (Instrument without charge to Borrower. Borrower shall pay any recording costs.)

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 recording costs.

this Paragraph 21, including, but not limited to, reasonable attorney fees and costs of title evidence.

by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this instrument before this Security instrument without further demand and may foreclose this Security instrument of all sums secured by this Security instrument without notice, Lender at its option may require immediate payment in full is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full ceasing the non-existent or default of any other default of Borrower to accelerate to the right to assess in this foreclosure. If the notice shall further impair this Security instrument, Borrower by judicial proceeding and sale of the property, The notice of the sums secured by this Security instrument and sale of the property, The notice may, except in acceleration be cured; and (d) that failure to cure the default on or before the date specified in the notice may, except in acceleration unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the breach of any covenant or agreement in this Security instrument (but not prior to acceleration following Borrower's

21. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's

NON-JUDGMENT COVENANTS. Borrower and Lender further covenant and agree as follows:

that relate to health, safety or environmental protection.

used in this Paragraph 20, "Environmental Law," means federal laws and laws of the jurisdiction where the Property is located by Environmental laws and the following substances, materials containing asbestos or formaldehyde, and radioactive materials. As pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and toxic petroleum products, gasoline, kerosene, unleaded or toxic petroleum products, toxic by Environmental Law and the following substances, are those substances defined as toxic or hazardous substances As used in this Paragraph 20, "Hazardous Substances," are those substances described as toxic or hazardous substances

Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law, regular authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Environmental Law of which Borrower has actual knowledge, (Borrower learns, or is notified by any government or any governmental agency or regulatory agency or private party involving the Property and any Hazardous substance or any government or regulatory agency or party involved in the preparation of any investigation, claim, disposal, lawsuit or other action by

Borrower shall promptly give written notice of any investigation, claim, disposal, lawsuit or other action by to normal residential uses and to maintenance of the property.

use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate the Property that is in violation of any Environmental Law. The proceeding two sentences shall not apply to the presence of any Hazardous Substances on or in the Property Borrower shall not do, nor allow anyone else to do, anything affecting

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release

The notice will also contain any other information required by 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 state the change in accordance with paragraph 14 above and applicable law.

Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law.

also be one of more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the loan

(known as the "Loan Servicer"), then collects monthly payments due under the Note and this Security instrument. There

(instrument) may be sold, or more times without prior notice to Borrower. A sale may result in the change in the entity

19. Sale of Notes. Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security

right to remit the principal amount under Paragraph 17.

strument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this

the sums secured by this Security instrument shall continue unchanged. Upon reinstatement by Borrower, this Security in-

requisite to assure that the lien of this Security instrument, Lender's rights in the Property and Borrower's obligation to pay

Instrument, including, but not limited to, reasonable attorney fees; and (d) takes such action as Lender may reasonably

ocurred; (b) cures any default of any other covenant or agreement; (c) pays all expenses incurred in enforcing this Security

(a) pays Lender all sums which then would be due under this Security instrument and the Note as if no acceleration had

Security instrument, or (b) entry of a judgment enjoining this Security instrument to any power of sale contained in this

as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this

covenant of this Security instrument disclaimed at any time prior to the earlier of: (a) 5 days (or such other period

any remedies permitted by this Security instrument without further notice or demand on Borrower.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period

secured by this Security instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal

person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

law as of the date of this Security instrument.

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All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan 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 occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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16. Borrower's Copy. Borrower shall be given one confidential 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

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the state in which the Property is located. In the event that any provision or clause of this Security Instrument 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 the end the provisions of this Security Instrument and 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 will be directed to the property address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by mailing it by first class mail unless applicable law requires use of another method. The notice will be directed to the 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 for in this Security Instrument.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets a maximum loan charge, 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 loan charge to the permitted limits; and (b) any sums already collected from Borrower which exceed 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.

Unless less 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. 11. Borrower Not Held Liable; Forceearance By Lender. Extension of the time for payment or amortization of the original instrument granted by Lender to any successor in interest of Borrower shall not operate to relieve the liability of the sums secured by this Security instrument from the original Borrower or from any other person holding title to the original instrument at the time of the extension. 12. Borrower's Successors and Assignees. Any exercise of the rights and powers herein given to Lender by Borrower shall not be deemed to constitute an exercise of such rights and powers by Lender in respect of any successor or assignee of Borrower or by Lender in respect of any other person holding title to the original instrument at the time of the exercise of such rights and powers.

10. 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 convenience in lieu of condemnation, are hereby assigned and shall be paid to Lender.