

PREPARED BY:
MORTGAGE EXPRESS
CHICAGO, IL 60634

UNOFFICIAL COPY

RECORD AND RETURN TO:

MORTGAGE EXPRESS
5714 WEST BELMONT
CHICAGO, ILLINOIS 60634

(Space Above This Line For Recording Data)

MORTGAGE

18758
93441513
DEPT-01 RECORDING 631.50
T61111 TRAN 0201 04/11/93 11:35:00
40295 # 4-93-444513
COOK COUNTY RECORDER

This MORTGAGE ("Security Instrument") is given on MAY 27, 1993
ANTONI KOWALSKI, DIVORCED NOT SINCE REMARRIED
AND HELENA SULEWSKA, WIDOW

("Borrower"). This Security Instrument is given to
MORTGAGE EXPRESS

which is organized and existing under the laws of THE STATE OF ILLINOIS
address is 5714 WEST BELMONT
CHICAGO, ILLINOIS 60634
FORTY SEVEN THOUSAND
AND 00/100

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 JULY 1, 2008.

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 47 (EXCEPT THE NORTH 6 FEET THEREOF) AND THE NORTH 11 FEET 6 INCHES
OF LOT 46 IN BLOCK 8 IN CHICAGO LAND INVESTMENT COMPANY'S SUBDIVISION
IN THE NORTHEAST QUARTER OF SECTION 33, TOWNSHIP 40 NORTH, RANGE 13
EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

13-33-207.002

which has the address of 2257 NORTH LARAMIE, CHICAGO
Illinois 60639
Zip Code

Street, City,

("Property Address");

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

VMP-BR011 04/01

VMP MORTGAGE PRODUCTS 111122223333 100-1000000000000000

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Lender
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WB-AIRTEL 19101

move of the actions set forth above within 10 days of the giving of notice.

This Security Instrument, Lender may give Borrower a notice terminating the lien, Borrower shall satisfy the lien or take one or more of the following steps:

(a) pay the amount of the lien to the Lender;

(b) pay the amount of the lien to the Lender's attorney to collect the amount due;

(c) sell the property to a third party for the amount due;

(d) pay the amount due to the Lender by cashier's check or money order.

Borrower shall promptly discharge my lien which has priority over this Security Instrument unless Borrower:

(1) Borrower makes these payments directly to Lender promptly furnish to Lender receipts evidencing the payments;

(2) the person owed payment, Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph;

(3) these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly which may attain priority over this Security Instrument, and leasehold payments of ground rents, if any; Borrower shall pay third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges:** Lender, Borrower shall pay all taxes, assessments, charges, fines and impoundments attachable to the Property, which may be applied first, to any prepayment charges due under the Note; second, to monthly payable under paragraph 2; and 3 shall be applied thereafter, to any late charges due under the Note.

5. **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 monthly payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

Upon payment in full of all sums secured by this Security Instrument or sale as credit against the sums secured by funds held by Lender. If, under paragraph 2, 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 credit against the sums secured by funds held by Lender.

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 is any debt to the Funds held by Lender to make up the deficiency in no more than twelve months, at Lender's sole discretion.

If the Funds held by Lender exceed the amount necessary to make up the deficiency, Borrower shall make up the deficiency in no more than thirty days when due, Lender may so notify Borrower in writing, and, in such case Borrower

shall pay to Lender the amount necessary to pay the Escrow items when due, Lender may agree to pay Borrower in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower

without charge, an annual accounting of the Funds, show all credits and debits to the Funds and the purpose for which each

Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds, Lender shall give to Borrower

applicable law requires interest to be paid, Lender shall do not be required to pay Borrower any interest or earnings on the Funds.

used by Lender in connection with this loan, unless applicable law provides otherwise, unless an agreement is made or

a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service

or the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such

adjusting the Escrow items, unless Lender may hold for holding and applying the escrow account, or

Escrow items, Lender, if Lender is sued or institution or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the

entity holding Lender, if Lender is held in an institution whose deposits are insured by a federal agency, instrumentality, or

Escrow items or otherwise in accordance with applicable law.

Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future

sets a lesser amount, if any, Lender may, in any time, collect and hold Funds in an amount not to exceed the lesser amount,

1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law applies to the Funds

related mortgagor, or, may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of

Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federal

the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow items."

if any; (e) early mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

any terms on the Property, if any; (g) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums,

or ground rents which may attach to the Property, if any; (h) yearly leasehold premiums; (i) yearly taxes

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 attach to the Property over this Security Instrument as a lien on the Property; (b) yearly leasehold payments

and assessments which may attach to the Property over this Security Instrument as a lien on the Property; (c) yearly taxes

and assessments which may attach to the Property over this Security Instrument as a lien on the Property.

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

1. **Payment of Principal and Interest:** Prepayment and late charges ("Charges"), Borrower shall promptly pay when due the

UNIFORM COVENANTS, Borrower and Lender govern and agree as follows:

2. **Funds for Taxes and Insurance:** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to

any taxes and insurance by Lender and Lender governs the Note and any prepayment and late charges due under the Note.

3. **Assignment of Security Interest:** Lender may assign all rights and interests in the Note and any prepayment and late charges due under the Note.

4. **Waiver of Subrogation:** Lender waives all rights and interests in the Note and any prepayment and late charges due under the Note.

5. **Waiver of Subordination:** Lender waives all rights and interests in the Note and any prepayment and late charges due under the Note.

6. **Waiver of Marshaling:** Lender waives all rights and interests in the Note and any prepayment and late charges due under the Note.

7. **Waiver of Right of Setoff:** Lender waives all rights and interests in the Note and any prepayment and late charges due under the Note.

8. **Waiver of Right of Substitution:** Lender waives all rights and interests in the Note and any prepayment and late charges due under the Note.

9. **Waiver of Right of Subordination:** Lender waives all rights and interests in the Note and any prepayment and late charges due under the Note.

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5. Hazard or Property Insurance. Borrower shall carry all 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 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 rights 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,Appealing 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

DPS 1081

Form 3014 8/90

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Form 3014 8/80
DPS 1082

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

It by itself gives little unless applicable to weapons used in antisubmarine warfare. The author would like to have some comments on this subject.

17. **Joint ownership.** If the joint securities instrument is subject to a law which does not permit joint ownership, it will be interpreted so that the interests of other joint owners unaffected or to be affected in connection with the law is finally interpreted by this secondly instrument as subject to a law which does not permit joint ownership.

12. **Sureties and Assessors** Bound; Joint and Several Liability; Covenants. The covenants and representations of this surety instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and representations shall be joint and several. Any Borrower who co-signs this surety instrument but does not execute the Note: (a) is co-signing this surety instrument only to mitigate, limit and control the surety instrument but (b) is liable under the Note. (c) agrees that Lender and my other trustees may agree to extend, modify, forgive or waive any provision or condition with regard to the terms of this Surety instrument or any other without said Borrower's consent.

11. Borrower Not Releasable: Forbearance by Lender in any instrument granted by Lender to any successor in interest of Borrower shall not operate to release the sums secured by this Security Instrument from the liability of the original Borrower under the terms of this instrument.

If less Letter and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or accumulate so as to exceed the amount of the note due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condominium offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the notice is given, Lender is authorized to cause and apply the proceedings, at its option, either to restoration or repair of the Property or to the sale of the Property for the benefit of the Lender.

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 conveyance in lieu of condemnation, are hereby assigned and shall be paid to []

9. Inspection. Lender or its agent may make reasonable inquiries upon and inspectors of the property; Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

that Leander requires) provided by an insurer approved by Leander against becoming unavailable and is obtained, Borrower shall pay the premiums required to maintain coverage in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Leander of applicable law.

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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.

OPB 1003
Form 3014-9990,
06-06-01

J.P.S.

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DPS 1094

My Commission Expires: 3/16/95
Name of Notary Public:
Notary Public, State of Illinois
Name of Notary Public

1983

Given under my hand and official seal, this 27 day of May 1983

free and voluntarily act, for the uses and purposes herein set forth
me this day in person, and acknowledge that THEY signed and delivered the said instrument, appurtenant to
Personally known to me to be the same person(s) whose names subscribed to the foregoing instrument, appurtenant before

HELENA SULEMKA, WIDOW
ANTONI KOWALSKI, DIVORCED NOT SINCE REMARRIED AND
County and state do hereby certify that

Counties of Illinois, Cook
a Notary Public in and for said
County as:

STATE OF ILLINOIS, COOK

Borrower
(Signature)

Borrower
(Signature)

Borrower
(Signature)

Borrower
(Signature)

Borrower
(Signature)

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

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

With this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend
with this Security Instrument, to the extent of more riders 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 this rider(s) were a part of this Security
Instrument.

<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Other(s) (Specify)	<input type="checkbox"/> V.A. Rider
<input type="checkbox"/> Graduated Payment Rider	<input type="checkbox"/> Fixed-Duration Payment Rider	<input type="checkbox"/> Fixed-Rate Payment Rider	<input type="checkbox"/> Biweekly Payment Rider
<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/>
<input type="checkbox"/> 1-4 Family Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Fixed-Rate Rider	<input type="checkbox"/>
<input type="checkbox"/> Biweekly Payment Rider	<input type="checkbox"/> Fixed-Duration Payment Rider	<input type="checkbox"/> Fixed-Rate Rider	<input type="checkbox"/>
<input type="checkbox"/> Adjustable Rate Rider	<input type="checkbox"/> Condominium Rider	<input type="checkbox"/> Other(s) (Specify)	<input type="checkbox"/> V.A. Rider

(Check applicable box(es))