

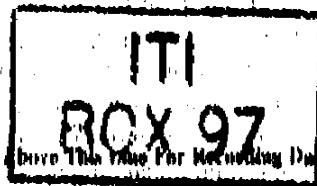
PREPARED BY:
JURTIINN HONDEK
CHICAGO, IL 60614

UNOFFICIAL COPY

94326953

RECORD AND RETURN TO:

1001 FINANCIAL SERVICES
5603 WEST BELMONT
CHICAGO, ILLINOIS 60634



MORTGAGE

080988048

THIS MORTGAGE ("Security Instrument") is given on APRIL 8, 1994, by JAN RYCHTARCZYK, SINGLE PERSON AND STEFANIA FLORYN, SINGLE PERSON

: DEPT-01 RECORDING \$31.00
: T80014 TRAN 1359 04/12/94 12101100
: 08541 C 44-94-326953
: COOK COUNTY RECORDER

(*Borrower"). This Security Instrument is given to 1001 FINANCIAL SERVICES

which is organized and existing under the laws of THE STATE OF ILLINOIS, and whose address is 5603 WEST BELMONT CHICAGO, ILLINOIS 60634 (*Lender"). Borrower owes Lender the principal sum of ONE HUNDRED THOUSAND EIGHT HUNDRED AND 00/100

Dollars (U.S. \$ 100,800.00).

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 MAY 1, 2024. 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: THE NORTH 28.12 FEET OF THE NORTH 1/2 OF LOT 3 IN BLOCK 11 IN CHICAGO TITLE AND TRUST COMPANY SUBDIVISION OF PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 15, TOWNSHIP 39 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

14-15-323-034

which has the address of 6224 SOUTH KILPATRICK, CHICAGO
Illinois 60629 ("Property Address");

Street, City

Zip Code

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

CR-91 (1-91)

VMP MORTGAGE FORMS 1013-292-6100 • 009-821-2201

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DPB 1989
Form 3014 890

5E

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Debt
Form 301A 9/80
DPA 1090

Date 7/14

AMERICAN
EXPRESS
CORPORATION

more of the amount set forth above within 10 days of the giving of notice.

3. Security Interest. Lender may give Borrower a notice identifying the Property as subject to a lien which may include property over this Security Interest. If Lender determines that any part of the Property is subject to a lien which may include property over this Security Interest, or if Lender receives from the holder of the lien an agreement satisfactory to Lender authorizing the Lender to pay off, or defers payment of, the lien by legal proceedings without written notice to Lender, or if Lender's opinion operates to prevent the Lender from applying to the payment of the obligation caused by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien to Borrower subject to Lender's priority over this Security Interest; (c) agrees in

writing to Lender that this Security Interest may be paid prior to Lender receiving this payment;

4. Cramaway Clauses. Borrower shall pay all taxes, assessments, charges, etc., and incidental expenses of record, if Lender pays directly to the Person who made these payments directly, Borrower shall promptly remit to Lender receipts evidencing this payment;

5. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under Paragraph 2, 1 and 2 shall be applied first, to any prepayment charges due under the Note; second, to interest payable under Paragraph 2;

6. Security Interest. Lender shall apply any funds held by Lender at the time of repossession or sale of the Property, funds held by Lender, if, under Paragraph 2, Lender shall receive or sell the Property, Lender, prior to the repossession or sale of the Property, shall apply any funds secured by this Security Interest to Borrower's account to the extent necessary to satisfy the charges due under the Note.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall promptly refund to Borrower any unpaid monthly payments, at least a sole discretion.

7. Repayment of Advances. Funds in accordance with the requirements of Paragraph 2, if Lender makes up the deficiency in the amount necessary to make up the deficiency, Borrower shall make up the deficiency in the amount necessary 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 pay the Escrow items when due, if the amount of the funds held by Lender in any event is not sufficient to pay the Escrow items of application law.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall promptly refund to Borrower

any unpaid monthly payments, at least a sole discretion.

8. Escrow Items. The Funds are pledged as additional security for all sums secured by this Security Interest. Lender may estimate the amount necessary to pay a one-time charge for an independent real estate broker holding escrow on behalf of the Funds, in accordance with this Lender may agree 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 pay the Escrow items when due, if the amount of the funds held by Lender in any event is not sufficient to pay the Escrow items of application law.

9. Escrow Items. Lender may not charge Lender for holding and applying the Funds, usually understanding the escrow account, or

Escrow Items, Lender, if Lender is used in substitution of any Federal Home Loan Bank, Lender shall apply the Funds to pay the holding charges, if Lender is used in substitution of any Federal Home Loan Bank, Lender shall apply the Funds to pay the holding charges, unless Lender holds the Funds in accordance with this Lender may not charge Lender for holding and applying the Funds, usually understanding the escrow account, or

(including Lender, if Lender is used in substitution of any Federal Home Loan Bank, Lender shall apply the Funds to pay the holding charges, unless Lender holds the Funds in accordance with this Lender may not charge Lender for holding and applying the Funds, usually understanding the escrow account, or

The Funds shall be held in an institution which is a federal agency, insurability, or entity

Escrow items of 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, at 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. ("RESA"), unless another law that applies to the Funds related mortgage loan may require for Borrower's escrow account under the maximum amount a lender for a federally

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

provisions of Paragraph 8, in lieu of the payment of mortgagor insurance premiums. These items are called "Escrow items," if any, (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with

or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums

and assessments which may affect Priority over this Security Interest as a lien on the Property; (b) yearly leasehold payments

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 taxes for Taxes and Insurance. Subject to application law or to a written waiver by Lender, Borrower shall pay to

prepaid of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

1. Payment of Premium and Interest: Prepayment and Late Charge. Borrower shall pay when due the

GROSS COVENANTS. Borrower and Lender covenant and agree as follows:

variations by jurisdiction to constitute a uniform security instrument covering real property.

THIS SECURITY INSTRUMENT combines uniform documents for national use and non-uniform covenants with limited

and will defend generally the Property and that the Property against all claims and demands, subject to any encumbrances of record. Borrower waives

great and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower waives

Borrower conveys the Property is lawfully seized of the estate hereby conveyed and has the right to mortgage,

mortgage. All of the foregoing is referred to in this Security Interest as the "Property."

TODAY WITH ALL THE ingots and add-ons now of record on the Property, and all easements, appurtelements, and

taxes now or hereafter a part of the Property. All easements and add-ons shall also be covered by this Security

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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.

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 or prior to an inspection specifying reasonable cause for the inspection.

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 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 greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree 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 before the taking. Any balance 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 Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security 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 1 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. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

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 paragraph 37. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note, without that Borrower's consent.

13. Loan Charges. If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted 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 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.

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.

DPA 1008

Form 3014 8/90

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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. These 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.

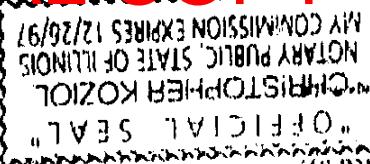
22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recording costs.

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

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Form 301A 9/90

OIS 1994



080985045

This instrument was prepared by
My Commission Expires

S. Kozol

NOTARY PUBLIC
CHRISTOPHER KOZOL
O F F I C I A L S E A L

Given under my hand and affixed seal this 8th
day of April 1994

free and voluntary act, for the use and purposes herein set forth,
subscribed to the foregoing instrument, appeared before me this day of April 1994,
personally known to me to be the same person(s) whose name(s)

STATE OF ILLINOIS, COOK COUNTY, ILLINOIS, SINGULAR PERSON AND
I, DAN RYCHTARCZYK, SINGULAR PERSON, do hereby certify
that Notary public in and for said county and state do hereby certify
the undersigned, (County ss)

WITNESS: *Dan Ryckhtarczyk*
By signing below, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and
in my (his/her) executed by Borrower and recorded with the
BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and
is my (his/her) executed by Borrower and recorded with the
STATE OF ILLINOIS, COOK COUNTY, ILLINOIS, SINGULAR PERSON AND
I, STEPHANIA FLORYN, SINGULAR PERSON, do hereby certify
the undersigned, (County ss)

Check applicable boxes:
 Admitted to Bar
 Conditional Rider
 Firstarily Rider
 Secondarily Rider
 Thirdarily Rider
 Fourtharily Rider
 Fiftharily Rider
 Plainfield Payment Rider
 Blue Impovement Rider
 Blue Impovement Rider
 V.A. Rider
 Illinois Rider
 V.A. Rider

Secondarily, I acknowledge the coverings and agreements of this Security Instrument in it the Rider(s) were a part of this Security Instrument.
I acknowledge and agree the coverings and agreements of each such rider shall be incorporated into and shall stand and supplement
the coverings and agreements of this Security Instrument. If one or more riders are executed by Borrower and issued together with this
Riders to this Security Instrument, it one or more riders are executed by Borrower and issued together with this
Security, I acknowledge the coverings and agreements of each such rider shall be incorporated into and shall stand and supplement
the coverings and agreements of this Security Instrument in it the Rider(s) were a part of this Security Instrument.

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