

UNOFFICIAL COPY

S6310192

RECORD AND RETURN TO:
DOUGLAS SAVINGS BANK
A.

14 NORTH DRYDEN
ARLINGTON HEIGHTS, ILLINOIS 60004

DEPT-01 RECORDING \$41.00
T00009 TRAN 1965 04/25/96 12:44:00
\$1490 + RH *-96-310492
COOK COUNTY RECORDER

ATTENTION: V. T. STUTZMAN

Prepared by:
V. T. STUTZMAN
14 NORTH DRYDEN
ARLINGTON HEIGHTS IL 60004

25538-0-50

(Space Above This Line For Recording Data)

MORTGAGE

THE TERMS OF THIS LOAN
CONTAIN PROVISIONS WHICH WILL REQUIRE A BALLOON PAYMENT AT MATURITY.

THIS MORTGAGE ("Security Instrument") is given on APRIL 19, 1996
RICHARD Z. WOJTASIK
AND BARBARA WOJTASIK, HUSBAND AND WIFE

("Borrower"). This Security Instrument is given to
DOUGLAS SAVINGS BANK

which is organized and existing under the laws of THE STATE OF ILLINOIS , and whose
address is 14 NORTH DRYDEN
ARLINGTON HEIGHTS, ILLINOIS 60004 ("Lender"). Borrower owes Lender the principal sum of
ONE HUNDRED THIRTY SEVEN THOUSAND AND 00/100 Dollars (U.S. \$ 137,000.00).

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 MAY 1, 2001. 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 20 IN BLOCK 21 IN ARLINGTON HEIGHTS PARK MANOR, BEING A SUBDIVISION
OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32 AND THE EAST
SEE ATTACHED RIDER FOR COMPLETE LEGAL DESCRIPTION

03-32-414-005

which has the address of 819 SOUTH DRYDEN PLACE , ARLINGTON HEIGHTS
Illinois 60005 (Zip Code) ("Property Address");

ILLINOIS-Single Family-FNMA/FHLMC UNIFORM
INSTRUMENT Form 3014 9/90

VMP (BRILL) (9408) Amended 5/91

VMP MORTGAGE FORMS - (800)821-7291 Initials: PL

Page 1 of 6

(Street, City).

DPS 1089

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Security Instruments may provide security over the manner in which a party uses its property over time unless a Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) conveys in good faith the lien by, or defeats enforcement of the obligation secured by the lien in a manner acceptable to Lender; 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 alienate priority over

4. **Chargers:** Lessee, Borrower shall pay all taxes, assessments, charges, fines and impositions arising out of the property which may attain priority over the Security interest, 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 notices of amounts to be paid under this paragraph.

2. **Applicability of Payments.** Unless applicable to payments otherwise, all payments received by [entity] under paragraphs 1 and 2 shall be applied first, to any prepayments due under the Note; second, to amounts payable under paragraph 2;

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 sum secured by this Security Instrument.

If the Funds held by Lennder exceed the amounts permitted to be held by applicable law, Lennder shall account to Borrower for the excess Funds in accordance with the requirements of applicable law, Lennder shall account to Borrower for the amounts necessary to meet the requirements of this security instrument.

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.

THIS SECURITY INSTRUMENT combines uniform coverments for national use and non-uniform coverments with limitations by jurisdiction to constitute a uniform security instrument covering all property.

BORROWER COVENANTS that Borrower is lawfully seized of the certain hereby conveyed and has the right to mortgage 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.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all fixtures now or hereafter erected a part of the property. All replacements and additons shall also be covered by this instrument. All of the foregoing is referred to in this Security instrument as the "Property".

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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.

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 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 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

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UNOFFICIAL COPY 25538-0-50

(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.

24. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- V.A. Rider

- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- Other(s) [specify] **ASSIGNMENT OF RENTS**

- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

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

Witnesses:

RICHARD Z. WOJTAŠIK (Seal)
RICHARD Z. WOJTAŠIK -Borrower

BARBARA WOJTAŠIK (Seal)
BARBARA WOJTAŠIK -Borrower

STATE OF ILLINOIS, COOK
I, the undersigned,
that RICHARD Z. WOJTAŠIK AND BARBARA WOJTAŠIK, HUSBAND AND WIFE
County ss:
, a Notary Public in and for said county and state do hereby certify

subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that Their free and voluntary act, for the uses and purposes therein set forth.
signed and delivered the said instrument as THEIR day of
Given under my hand and official seal, this

My Commission Expires



Notary Public

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Form 3014 9/80

9 10 8 474-1

1-200-8A(1)(L) (P408)

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DPs 1093

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

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, 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 relating to health, safety or environmental protection.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, audit or other action by any government or regulatory agency or private party involving the Property and any Hazardous Substances or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any government or regulatory authority, that any removal or other remedial action is necessary to correct any violation of any Hazardous Substance affecting the Property, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, sale, 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, sale, disposal, storage, or release of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

19. Sale of Note Change of Lessor 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 "Lessor Servicer") that collects monthly payments due under the Note and this Security Instrument. If more changes of the Lessor Servicer occur related to a sale of the Note and this Security Instrument, there also may be a change in the Lessor Servicer.

11. Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by less than 30 days from the date the notice of acceleration. The notice shall further notice of demand on Borrower.

17. Transferee of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or a Beneficial Interest in Borrower is sold or transferred (or if it is beneficially held by a minor, or if it is held in trust for a minor), the transferee shall be given one copy of the Note and of this Security Instrument.

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

15. Governing Law: Security Instruments shall be deemed to have been given to Borrower or Lender when given as provided for in Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in Lender's address stated herein or any other address Lender designates by notice to Borrower. To this end the provisions of this Security Instrument and the Note are deemed effective without the conflicting provision. To this end the provisions of this Security Instrument and the Note which cannot affect such conflict shall not affect other provisions of this Security Instrument or the Note which can affect such conflict.

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25538-0-50

BALLOON RIDER (CONDITIONAL RIGHT TO REFINANCE)

THIS BALLOON RIDER is made this 19TH day of APRIL , 1996 ,
and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Deed to
Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the
Borrower's Note to
DOUGLAS SAVINGS BANK

(the "Lender") of the same date and covering the property described in the Security Instrument and located at:

819 SOUTH DRYDEN PLACE, ARLINGTON HEIGHTS, ILLINOIS 60005
(Property Address)

The interest rate stated on the Note is called the "Note Rate." The date of the Note is called the "Note Date."
I understand the Lender may transfer the Note, Security Instrument and this Rider. The Lender or anyone who
takes the Note, the Security Instrument and this Rider by transfer and who is entitled to receive payments under
the Note is called the "Note Holder."

ADDITIONAL COVENANTS. In addition to the covenants and agreements in the Security Instrument,
Borrower and Lender further covenant and agree as follows (despite anything to the contrary contained in the
Security Instrument or the Note):

1. CONDITIONAL RIGHT TO REFINANCE

At the Maturity Date of the Note and Security Instrument (the "Note Maturity Date"), I will be able to
obtain a new loan ("New Loan") with a new Maturity Date of MAY 1, 2026
(the "New Maturity Date") and with an interest rate equal to the "New Loan Rate" determined in accordance with
Section 3 below if all the conditions provided in Sections 2 and 5 below are met (the "Conditional Refinance
Option"). If those conditions are not met, I understand that the Note Holder is under no obligation to refinance
the Note or to modify the Note, reset the Note Rate, or extend the Note Maturity Date, and that I will have to
repay the Note from my own resources or find a lender willing to lend me the money to repay the Note.

2. CONDITIONS TO OPTION

If I want to exercise the Conditional Refinance Option, certain conditions must be met as of the Note
Maturity Date. These conditions are: (1) I must still be the owner and occupant of the property subject to the
Security Instrument (the "Property"); (2) I must be current in my monthly payments and cannot have been more
than 30 days late on any of the 12 scheduled monthly payments immediately preceding the Note Maturity Date;
(3) there are no liens, defects, or encumbrances against the Property, or other adverse matters affecting title to the
Property (except for taxes and special assessments not yet due and payable) arising after the Security Instrument
was recorded; (4) the New Loan Rate cannot be more than 5 percentage points above the Note Rate; and (5) I
must make a written request to the Note Holder as provided in Section 5 below.

3. CALCULATING THE NEW LOAN RATE

The New Loan Rate will be a fixed rate of interest equal to the Federal Home Loan Mortgage Corporation's
required net yield for 30-year fixed rate mortgages subject to a 60-day mandatory delivery commitment, plus

MULTISTATE BALLOON RIDER (REFINANCE) - Single Family - Freddie Mac Uniform Instrument

Form 3191 (10/90)

VMP-876B (9304)

VMP MORTGAGE FORMS • (800)521-7291

Page 1 of 2

Initials:

RW
R. W.

Rev. 12/8/94

DPS 675

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DIS 4171

Form 3181 (10/90)

Page 2 of 2

L100-8768 (1990)

(Sign Original Only)
Holder
(Seal)

Holder
(Seal)

Holder
(Seal)

Holder
(Seal)

BARBARA WOTTSACK

RICHARD Z. WOTTSACK

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Bill of Lading.

5. EXERCISING THE CONDITIONAL RECEIANCE OPTION
Provided the Note Holder will notify me at least 60 calendar days in advance of the Note Maturity Date and advise me of the principal accrued but unpaid interest, and all other sums I am expected to owe on the Note Maturity Date. The Note Holder also will provide me the conditions required to exercise the Conditional Receipt Option 2 above. The Note Holder will provide me my monthly payment record information if the Note Maturity Date in Section 2 above are met. The Note Holder will provide me the conditions required to exercise the Conditional Receipt Option by notifying the Note Holder no earlier than 60 calendar days prior to the Note Maturity Date. The Note Holder will calculate the Fixed New Loan Rate based upon the Home Loan Mortgage Corporation's applicable published rate for New Loans for 45 calendar days prior to the Note Maturity Date. Before the Note Holder with acceptable proof of my required net yield in effect on the date and time of day to provide the Note Holder with a calculation in Section 3 above, I will then have 30 calendar days to provide the Note Holder with a calculation in Section 1 which I must accept to the Note Maturity Date, I understand the Note Holder will charge me a \$250.00 processing fee and the costs associated with the exercise of the Conditional Receipt Option, including but not limited to the cost of completing the required refinancing. I understand the Note Holder will charge me a \$250.00 processing fee and the costs associated with the exercise of the Conditional Receipt Option, including but not limited to the cost of updating the title insurance policy.

4. CALCULATING THE NEW PAYMENT AMOUNT
Not available, the Note Holder will determine the New Loan Rate by using comparable information. Holder receives notice of my election to exercise the Conditional Receipt Option. If this required net yield is one-half of one percent (0.5%), rounded to the nearest one-eighth of one percent (0.125%) (the "New Loan Rate"), the required net yield shall be the applicable net yield on the date and time of day that the Note Holder receives notice of my election to exercise the Conditional Receipt Option. If this required net yield is not available, the Note Holder will determine the New Loan Rate as calculated in Section 3 above is not greater than 5 percentage points above the amount of the monthly payment that will be sufficient to repay in full (a) the unpaid principal, plus (b) accrued but unpaid interest, plus (c) all other sums I will owe under the Note and Secured instrument on the Note Maturity Date (assuming my monthly payments then are current, as required under Section 2 above), over the term of the Note Loan at the New Loan Rate in equal monthly payments. The result of this calculation will be the new amount of my principal and interest payments every month until the New Loan is fully paid.

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196320492

RIDER - LEGAL DESCRIPTION

LOT 20 IN BLOCK 21 IN ARLINGTON HEIGHTS PARK MANOR, BEING A SUBDIVISION OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32 AND THE EAST HALF OF THE NORTHEAST QUARTER (LYING SOUTH OF THE RIGHT OF WAY OF THE CHICAGO AND NORTHWESTERN RAILROAD, FORMERLY ILLINOIS AND WISCONSIN RAILROAD COMPANY) OF SECTION 32, ALL IN TOWNSHIP 42 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 29, 1925 AS DOCUMENT NUMBER 92 57 733, IN COOK COUNTY, ILLINOIS.

03-32-414-005

95233492

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Property of Cook County Clerk's Office

96-216261

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ASSIGNMENT OF REPS

LOAN # 2553

LOAN # 25538-0-50

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,
RICHARD Z. WOJTASIK AND BARBARA WOJTASIK

KNOW ALL MEN BY THESE PRESENTS, that RICHARD Z. WOJTASIK AND BARBARA WOJTASIK, in consideration of the sum of One Dollar (\$1.00) and other good and valuable considerations, in hand paid, the receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over unto DOUGLAS SAVINGS BANK its successors and/or its assigns, a corporation organized and existing under the laws of the STATE OF ILLINOIS (hereinafter referred to as the Association) all the rents, issues and profits now now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of or any agreement for the use or occupancy of any part of the following described premises:

SEE ATTACHED RIDER

Commonly Known as: 815 SOUTH DRYDEN PLACE, ARLINGTON HEIGHTS, ILLINOIS 60005
03-32-414-005
Proprietary
SEE ATTACHED RIDER
I, the undersigned, do hereby establish an absolute transfer and assignment of all such leases and agreements and all the
rights and obligations thereunder, which may have been heretofore or may be hereafter made or agreed to, or

Commonly Known as: 815 SOUTH DRYDEN PLACE, ARKADIA
03-32-414-005

It being the intention of the undersigned to hereby establish an absolute transfer and assignment of all such leases and agreements and all the
rights thereunder unto the Association, whether the said leases or agreements may have been heretofore or may be hereafter made or agreed to, or
which may be made or agreed to by the Association under the power herein granted.

And hereby granting the said Association their agent for the management of said property, and do hereby authorize
the same to act in its own discretion, and to bring or defend any suits in connection
with the premises as

It being the intention of the undersigned to avail all the said premises or agreements may have or
which may be made or agreed to by the Association under the power herein granted.
The undersigned do hereby irrevocably appoint the said Association their agent for the management of said property, and do hereby authorize
the Association to let and re-let said premises or any part thereof, according to its own discretion, and to bring or defend any suits in connection
with said premises in its own name or in the names of the undersigned, as it may consider expedient, and to make such repairs to the premises as
it may deem proper or advisable, and to do anything in and about said premises that the undersigned might do, hereby ratifying and confirming
anything and everything that the Association may do.
It is further understood and agreed that the said Association shall have the power to use and apply said avails, issues and profits toward the
payment of all taxes, assessments, and other charges or expenses which may be levied or assessed against the said premises, including taxes and assessments

with said premises in its own name or in the name of the undersigned, it may deem proper or advisable, and to do anything in and about said premises that the undersigned may desire, and anything and everything that the Association may do.

It being understood and agreed that the said Association shall have the power to use and apply said assets, issues and profits toward the payment of any present or future indebtedness or liability of the undersigned to the said Association, due or to become due, or that may hereafter be contracted, and also toward the payment of all expenses and the care and management of said premises, including taxes and assessments which may in its judgment be deemed proper and advisable, hereby ratifying and confirming all that said Association may do by virtue hereof. It being further understood and agreed that in the event of the exercise of this assignment, the undersigned will pay rent for the premises occupied by them at a rate per month fixed by the Association, and a failure on their part to promptly pay said rent on the first day of each and every month shall, in and of itself constitute a forcible entry and detainer and the Association may, in its own name and without any notice or demand, maintain an action of forcible entry and detainer and obtain possession of said premises. This assignment and power of attorney shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of the parties hereto and shall be construed as a covenant running with the land, and shall continue in full force and effect until all of the indebtedness or liability of the undersigned to the said Association shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Association will not exercise any of its rights under this Assignment until after default in the payments of

inure to the benefit of the heirs, executors, administrators, and successors in title to the property, running with the land, and shall continue in full force and effect until all of the indebtedness shall have been fully paid, at which time this assignment and power of attorney shall terminate.

It is understood and agreed that the Association will not exercise any of its rights under this Assignment until after default in the payment of any indebtedness or liability of the undersigned to the Association.

IN WITNESS WHEREOF the undersigned have hereunto set their hands and seals, this 19TH day of

IN WINE
APRIL

[SEAL]

(SEAL)

Richard Z. Wojtašek (SEAL)
RICHARD Z. WOJTAŠEK

1000-10000

day of

STATE OF ILLINOIS
COUNTY OF COOK

1. 10
DO HEREBY CERTIFY THAT

DO HEREBY CERTIFY THAT RICHARD Z. WOJTASIK AND BARBARA WOJTASIK, whose names personally known to me to be the same persons before me this day in person, and acknowledged that THEY HUSBAND AND WIFE subscribed to the foregoing instrument, appeared signed, sealed and delivered the said instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.
GIVEN under my hand and Notarial Seal, this 19th day of April A.D. 1976
Kathleen Reilly

An official notary seal featuring a decorative border and the text "OFFICIAL SEAL" at the top, followed by "KATHERINE A REYNOLDS" in large letters, "NOTARY PUBLIC, STATE OF ILLINOIS" in the middle, and "MY COMMISSION EXPIRES 02/18/00" at the bottom.

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DPS 831

03-32-414-005

RECORD AND RETURN TO:
DOUGLAS SAVINGS BANK
14 NORTH DRYDEN
ARLINGTON HEIGHTS, ILLINOIS 60004

V. T. STUTZMAN
14 NORTH DRYDEN
PREPARED BY:
ARLINGTON HEIGHTS, IL 60004

52-36392

LOT 20 IN BLOCK 21 IN ARLINGTON HEIGHTS PARK MANOR, BEING A SUBDIVISION
OF THE EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 32 AND THE EAST
HALF OF THE NORTHWEST QUARTER (LYING SOUTH OF THE RIGHT OF WAY OF THE
RAILROAD COMPANY) OF SECTION 32, ALL IN TOWNSHIP 42 NORTH, RANGE 11,
EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF
RECORDED APRIL 29, 1926 AS DOCUMENT NUMBER 92 57 733, IN COOK COUNTY,
ILLINOIS.

RIDER - LEGAL DESCRIPTION