

UNOFFICIAL COPY

TRUSTEE'S DEED

THIS INDENTURE, dated APRIL 1, 1996 between AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, a National Banking Association, duly authorized to accept and execute trusts within the State of Illinois, not personally but as Trustee under the provisions of a deed or deeds in trust duly recorded and delivered to said Bank in pursuance of a certain Trust Agreement dated JUNE 2, 1994

known as Trust Number 118350-06 party of the first part, and

BRIAN PRESTIFILIPPO INDIVIDUALLY
135 SHADOWOOD PARKWAY, ATLANTA, GA.

party/parties of the second part. WITNESSETH, that said party of the first part, in consideration of the sum of TEN (\$10.00) Dollars and other good and valuable consideration in hand paid, does hereby convey and QUIT-CLAIM unto said party/parties of the second part, the following described real estate, situated in COOK County, Illinois, to-wit:

SEE ATTACHED LEGAL DESCRIPTION

2006207143
25 01

Commonly Known As

2012 W. ST. PAUL, #208/PU-101, CHICAGO, IL.
14-31-324-053-0000

MERCURY TITLE COMPANY

Property Index Number

~~XXXXXXXXXXXX~~

together with the tenements and appurtenances thereunto belonging.

TO HAVE AND TO HOLD, the same unto said party of the second part, and to the proper use, benefit and behoof, forever, of said party of the second part.

This deed is executed by the party of the first part, as Trustee, as aforesaid, pursuant to and in the exercise of the power and authority granted to and vested in it by the terms of said Deed or Deeds in Trust and the provisions of said Trust Agreement above mentioned, and of every other power and authority thereunto enabling. This deed is made subject to the liens of all trust deeds and/or mortgages upon said real estate, if any, recorded or registered in said county.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by one of its officers, the day and year first above written.

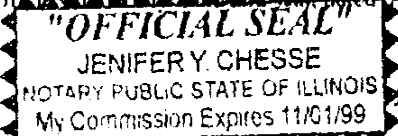
AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO
as Trustee, as aforesaid, and not personally.

By: _____
GREGORY S. KASPRZYK, SECOND VICE PRESIDENT

STATE OF ILLINOIS
COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County and State, do hereby certify
GREGORY S. KASPRZYK, an officer of American National Bank and Trust Company of Chicago personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that said officer of said association signed and delivered this instrument as a free and voluntary act, for the uses and purposes therein set forth.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, APRIL 9, 1996.



Jenifer Y. Chesse, Notary Public

Prepared By: American National Bank & Trust Company of Chicago 33 North LaSalle St., Chicago IL 60690

MAIL TO: DANIEL G. LAUER & ASSOCIATES
3166 S. RIVER RD #135 DES PLAINES, IL 60018

99325078 DEPT-01 RECORDING \$25.50
T#0001 TRAN 3676 04/30/96 16:15:00
\$1448 = RC # -96-325078
COOK COUNTY RECORDER

(Reserved for Recorders Use Only)

99325078

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Property of Cook County Clerk's Office



RECEIVED
FEB 15 1996
CITY OF CHICAGO
DEPT. OF RECORDS & ADMINISTRATION

RECEIVED
FEB 15 1996
CITY OF CHICAGO
DEPT. OF RECORDS & ADMINISTRATION

96027678

UNOFFICIAL COPY

Property of Cook County Clerk's Office

95925078

UNOFFICIAL COPY

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

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or 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.

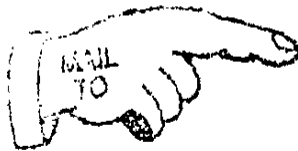
NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

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.

Initials: G.K. MK

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UNOFFICIAL COPY



MAIL TO:
FIDELITY FEDERAL SAVINGS BANK
5455 W. BELMONT AVE.
CHICAGO, IL 60641
ATTN: LOAN CLOSING

"OFFICIAL SEAL"
SUSAN J. MCATEE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 12/9/97

2-004811-3

My Commission Expires: _____
Notary Public _____
Given under my hand and official seal, this _____ day of _____, 1996.
I, Gregorz Kocubinski, personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

STATE OF ILLINOIS, County ss: Cook
I, the undersigned, a Notary Public in and for said county and state do hereby certify that
Gregorz Kocubinski and Marta Kocubinski HIS WIFE

(Seal) Borrower
Gregorz Kocubinski

(Seal) Borrower
Marta Kocubinski

(Seal) Borrower
Gregorz Kocubinski

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:

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
 - VA Rider
 - Condominium Rider
 - Planned Unit Development Rider
 - Rate Improvement Rider
 - Other(s) [Specify]
 - 1-4 Family Rider
 - Biweekly Payment Rider
 - Second Home Rider

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.

69052696

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 23rd day of April, 1996, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to

Fidelity Federal Savings Bank
5455 W. Belmont Ave.
Chicago, IL 60641

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

2947 N. Major Ave. Chicago Illinois 60634

[Property Address]

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 6.500%. The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the first day of 5/01/99, and on that day every 36th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is:

The weekly average yield on United States Treasury securities adjusted to a constant maturity of three years, as made available by the Federal Reserve Board

The most recent Index figure available as of the date: [X] 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding TWO AND ONE-HALF percentage point(s) (2.500 %) to the Current Index.

The Note Holder will then round the result of this addition to the [X] Nearest [] Next Highest [] Next Lowest one-eighth percent (0.125 %). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

MULTISTATE ADJUSTABLE RATE RIDER - Single Family

8/94

G. K. MK

95325069



Grzegorz Kociubinski
 (Seal) - Borrower

Marta Nowinska
 (Seal) - Borrower

Rate Rider.
 BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable
 without further notice or demand on Borrower.
 sums prior to the expiration of this period, Lender may invoke any remedies permitted by the Security Instrument
 mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these
 acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or
 If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of
 unless Lender releases Borrower in writing.
 in this Security Instrument, Borrower will continue to be obligated under the Note and this Security Instrument
 acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and
 consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is
 To the extent permitted by applicable law, Lender may charge a reasonable fee as a condition to Lender's
 Instrument is acceptable to Lender.

Uniform Covenant 17 of the Security Instrument is amended to read as follows:
B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER
 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. Lender also shall not exercise this option if: (a)
 Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if
 a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not
 be impacted by the loan assumption and that the risk of a breach of any covenant or agreement in this Security
 Instrument is acceptable to Lender.

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my
 monthly payment before the effective date of any change. The notice will include information required by law to be
 given me and also the title and telephone number of a person who will answer any question I may have regarding
 the notice.

(F) Notice of Changes
 My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly
 payment beginning on the first monthly payment date after the Change Date until the amount of my monthly
 payment changes again.

- (D) Limits on Interest Rate Changes
 (Please check appropriate boxes; if no box is checked, there will be no maximum limit on changes.)
- (1) There will be no maximum limit on interest rate changes.
 - (2) The interest rate I am required to pay at the first Change Date will not be greater than
 % or less than %.
 - (3) My interest rate will never be increased or decreased on any single Change Date by more than
 two percentage point(s) (2.000 %) from
 the rate of interest I have been paying for the preceding period.
 - (4) My interest rate will never be greater than 12.500 %, which is called the
 "Maximum Rate."

(E) Effective Date of Changes
 My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly
 payment beginning on the first monthly payment date after the Change Date until the amount of my monthly
 payment changes again.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the
 unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate
 in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

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