8157/0059 53 001 Page 1 of 1998-06-18 10:27:23 37.00 Cook County Recorder

BOX 297

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Prepared by: Jessica Ng Hoyne Savings Bank 4786 N. Milwaukee Ave. Chicago, Il. 60530

LOAN NO. 01-29-4664

MORTGAGE

THIS MORTGAGE ("Security Insuranent") is given on

JUNE 12, 1998

. The mortgagor is

LESZEK GRABINSKI, A BACHELOR

("Borrower"). This Security Instrument is given to HOUNE GAVINGS BANK

which is organized and existing under the laws of Illinois 60674 address is 4786 N. MILNAUKEE AVE., CHICAGO, IL

, and whose

County, Illinois:

("Lender"). Borrower owes Lender the principal sum of

SEVENTY-FIVE THOUSAND SIX HUNDRED AND NO/100

Deliars (U.S. \$ 75,600.00

This debt is evidenced by Borrower's note dated the same date as this Secrety Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on 3072 1, 2003 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 here's mortgage, grant and

convey to Lender the following described property located in COOK UNIT NUMBER B-311 AND PARKING UNIT NUMBER 110 IN THE FOUNTAINS OF CARRIAGEWAY CONDOMINIUM AS DELINEATED ON A SURVEY OF THE FOLLOWING

DESCRIBED REAL ESTATE:

CERTAIN LOTS IN THREE FOUNTAINS AT PLUM GROVE BEING A SUBDIVISION IN SECTION 8 TOWNSHIP 41 NORTH RANGE 11 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COCK COUNTY, ILLINOIS WHICH SURVEY IS ATTACHED AS EXHIBIT A TO DECLARATION OF CONDOMINIUM RECORDED AS DOCUMENT 25046100, TOGETHER WITH THEIR UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS.

MORTGAGOR ALSO HEREBY GRANTS TO MORTGAGES, ITS SUCCESSS AND ASSIGNS, AS RIGHTS AND EASEMENTS APPURTENANT TO THE ABOVE DESCRIBED REAL ESTATE, TH RIGHTS AND EASEMENTS FOR THE BENEFIT OF SAID PROPERTY SET FORTH IN THE AFOREMENTIONED DECLARATION.

+ 08-08-123-019-1247 PIN 08-08-123-019-1092 + OB-OB-123-017-147/
which has the address of 5101 CARRIAGENAY, UNIT #311, ROLLING MEADONS Illinois 60008 [Zip Code] ("Property Address"); ILLINOIS-Single Family-PHMA/PHLMC UNIFORM INSTRUMENT

(Street, City).

-BR(IL) (scor) IL3014 (4/21/86)

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Page 1 of 6

TOGETHER INTO THE Improvements now or hereafter erected on the property, and all cases the property of the pro appurtenances, and intuies now or hereafter a part of the property. All replacements and additions shall also be cover this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right montgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of rec Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants w limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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

- 1. Payment of Principal and Interest; Prepayment and Late Charges, Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note. 2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums; (d) yearly flood payments of ground rems on the Froperty, it may; (c) yearly maked of property mattered premiums, (a) yearly mortance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of morigage insurance premiums. These items are called "declow items," Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum more and land may be fedured from many assured for Bosonican's assured to exceed the maximum to form the fedured panel. Amount a lender for a reflerally related mortgage loan may require for Borrower's escrow a count under the federal Real Estate Settlement Procedure) Act of 1974 as amended from time to time, 12 U.S.C. Section 2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an animate she amount of funds dia on the hasis of summer of the hasis of the hasis of the hasis of summer of the hasis of the hasis of the hasis of the hasi amount not to exceed the lesser amount. Lender may estimate the amount of Funds due or the basis of current data and reasonable estimates of expenditures of pulare Escrow Rems or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank, Lender shall apply the Funds to pay the Escrow Hems. Lender is such an institution of in any rederal frome Loan Bank, Lender snatt apply the rungs to pay secretar on the Europe and applying the Funds, annually analyzing the escrow interest on the Europe and applying the Europe and applying the Europe and applying the escrow account, or verifying the Escrow liems, unless Leibni pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an annulus in manufact in the manufact in he manufact in any barrely and instance in he manufact in any barrely and instance in he manufact in any barrely and instance in the manufact in any barrely and instance. Agreement is made or applicable law requires interest to be paid. Londer shall not be required to pay Borrower any interest on the Runda Rossaulas and I and a many name in welling domination that interest shall be made on the Eurode. of earnings on the Funds, Borrower and Lender may agree in writing however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the minimum and debits to the Funds. The Eurode was an additional countries for all sames. and the purpose for which each debit to the Funds was made. The Funds fre pledged as additional security for all sums

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, I the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so not ty Borrower in writing, and, in Lenger as any time is not sufficient to pay the escrow hems when due, Lenger may so notify porrower in whiling, and, in standard the amount necessary to make up the deficiency. Forcewer shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sold an a credit against the same Funds need by Lender. 11, under paragraph 41, Lender anall acquire of acquisition of sale as a credit against the aums

- 3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under manks I and I shall be amounted. Start to any management shaenes due under the Motes second to amounts nevelle under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under the note; second, to amounts payable under paragraphs i and a small of applied. That, to any prepayment charges due under the reole, second, to announce the reole, second, to announce the reole, second, to announce the reole, second, to any late charges due under the Note.
- 4. Charges: Liens. Borrower shall pay all laxes, assessments, charges, fines and impositions antibutable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any, Borrower and the security instrument, and leasehold payments or ground rents, if any, Borrower and the security instrument, and in that manager shall not them on shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on manner, Borrower shall pay them on the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on anail pay mese constances in the manner provided in paragraph 2, or if not paid in their manner, borrower shall pay them on the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid to be under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) process in Writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in the lien in the sees in withing to the payment of the obligation secured by the heat in a manner acceptance to Lender's opinion areas to measure the anti-amount of the lien in, legal proceedings which in the Lender's opinion erate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to nder subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a

· lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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 becured 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 Borrow's otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly phyments 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 equisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition

- 6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances of the 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 reinstric, is 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 cruated 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 shill or moly with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title soul 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 referements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

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

8. Mortgage Insurance. If Lender required mortgage insurance as a condition of making the toan 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

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

9, Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

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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 see der.

In the event of 2 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 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 in less than the amount of the sums secured immediately before the taking, inless 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 it, efter 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 explication of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 2 and 2 or change the amount of such payments.

- 11. Borrower Not Released; Forbearance By Lender Not a Walver. 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 pay demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any dight 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 coil 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

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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.

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 accured 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 constatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a ludgment 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 here of hall 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 of 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 pa agraph 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, 1210, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone vise 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, lawsure 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

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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 lin	nited to, reasonable attor	neys' fees and costs of	f title evidence.	
	payment of all sums see to Borrower s			shall release this Security
23. Waiver of Home	stead. Borrower waives all	right of homestead ex	temption in the Proper	ty.
this Security Instrument.	the covenants and agreem	ents of each such ride	r shall be incorporate	and recorded together with into and shall amend and ere a part of this Security
Adjustable Rate F Graduated Payme Balloon Rider VA Rider	nt Rider P	ondominium Rider lanned Unit Developme ider Rate Improvement ther(s) [specify]	ent Biw	Family Rider sekly Payment Rider and Home Rider
BY SIGNING BEI Instrument and in any ride Witnesses:			erms and covenants Swifted	contained in this Security (Seal)
		LESZEK	GRAPINSKI	-Borrower
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			<u> </u>	(Scal)
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		(Sea))	<u> </u>	(Seal)
		-Borrower	7/	-Borrower
STATE OF ILLINOIS,	COOK	, a Notary Public	County ss: Doin and for said county	And state do hereby certify
that LESZEK GRABINSK	I, A BACHELOR			Co
				e person(s) whose name(s)
subscribed to the foregoing signed and delivered the sa				that he purposes therein set forth.
Given under my hand	and official seal, this	12 day of	JUNE	, 1998
My Commission Expires:	3/18/2002	Notary Public	n Doming	tur
	OFFICIAL SEAL		`)

SUSAN DOMINGUEZ NOTARY PUBLIC STATE OF ILLINOIS MY COMMISSION EXP. MAR. 18,2002

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CONDOMINIUM RIDER

Loan #1-29-48641

THIS CONDOMINIUM RIDER is made this 12TH day of JUNE , 1998 , 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 Note to

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

> 5101 CARRIAGEMAY, UNIT #311 ROYL)NG MEADONS, IL 60008

> > Property Address)

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

CARRIAGENAY

[Name of Condominium ! refect]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

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

A. Condominium Obligations. Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which wates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

MULTISTATE CONDOMINIUM RIDER-Single Family-Fannie Mac/Freddle Mac UNIFORM INSTRUMENT

-\$ (9600) PM3140 (2/19/97)

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B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

Lender waives the provision in Uniform Covenant 2 for the monthly payment to Lender of the yearly premium installments for hazard insurance on the

Property; and

(ii) Barrower's obligation under Uniform Covenant 5 to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance

coverage.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the P operty, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to ensure that the Owners Association maintains a public liability insurance

policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the same secured by the Security Instrument as provided in Uniform Covenant 10.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent

to:

(i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;

(ii) any amendment to any provision of the Constituent Documents of the

provision is for the express benefit of Lender;

(iii) termination of professional management and assumption of

self-management of the Owners Association; or

(iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

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F. Remedies. If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the 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.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in the Condominium Rider.

LESZEK GRABINSKI	(Sen) -Borrower	(Scal) -Borrower
	(Seal)	(Seal) -Borrower
	OHON	
	Clark	
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