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Box 297

Loan No. 01-28508-11

3504480

This instrument was prepared by:
Mary Ann Sullivan
HOYNE SAVINGS & LOAN ASSN.
4786 North (Name) Milwaukee
Chicago, Illinois ... 60630
(Address)

MORTGAGE

NOTE IDENTIFIED

THIS MORTGAGE is made this 20th day of MARCH
19. 86, between the Mortgagor, . . . WESLEY LECHOWSKI, and BARBARA LECHOWSKI, his
. . . wife, (herein "Borrower"), and the Mortgagee,
. HOYNE SAVINGS AND LOAN ASSOCIATION , a corporation organized and
existing under the laws of . . . the State of Illinois , whose address is
. 4786 N. Milwaukee, Chicago, Illinois 60630 (herein "Lender").

WHEREAS Borrower is indebted to Lender in the principal sum of . FORTY-TWO THOUSAND AND
. NO/100THS-----(\$42,000.00)-----Dollars, which indebtedness is evidenced by Borrower's
note dated . March 20, 1986 (herein "Note"), providing for monthly installments of principal and
interest, with the balance of the indebtedness, if not sooner paid, due and payable on . . . MARCH 1, 2001
;

TO SECURE to Lender (a) the repayment of the indebtedness evidenced by the Note, with interest thereon, the
payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this
Mortgage, and the performance of the covenants and agreements of Borrower herein contained, and (b) the repayment
of any future advances, with interest thereon, made to Borrower by Lender pursuant to paragraph 21 hereof (herein
"Future Advances"), Borrower does hereby mortgage, grant and convey to Lender the following described property
located in the County of COOK , State of Illinois:

LOT THREE----- (3)

In Block Three (3), in Elk Ridge Villa Unit No. 1, being
a Subdivision in the west Half (1/2) of the West Half
(1/2) of Section 14, Township 41 North, Range 11,
East of the Third Principal Meridian, according to
Plat thereof registered in the Office of the Registrar
of Titles of Cook County, Illinois, on November 26,
1958, as Document Number 1831541 and Certificate of
Correction thereof registered as Document Number
1832286.

3504480
MC
Clerk's Office

PERMANENT INDEX NUMBER: 08-14-115-003-0000/Vol. 049

which has the address of 1105 South Robert Mt. Prospect,
[Street] [City]
. Illinois 60056 (herein "Property Address");
[State and Zip Code]

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights,
appurtenances, rents, royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all
fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be
deemed to be and remain a part of the property covered by this Mortgage; and all of the foregoing, together with said
property (or the leasehold estate if this Mortgage is on a leasehold) are herein referred to as the "Property".

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage,
grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend
generally the title to the Property against all claims and demands, subject to any declarations, easements or restrictions
listed in a schedule of exceptions to coverage in any title insurance policy insuring Lender's interest in the Property.

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ROYNE SAVINGS & LOAN ASSN.
4736 North Avenue
Chicago, Ill. 60630
Box 297.

MAR 31 14 47 PM '98

REGISTRAR OF TITLES
MICHIGAN

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1/14/98
15504480
DUPLICATE

(Space Below This Line Reserved For Lender and Recorder)

My

Commission expires: 5/03/98

set forth.

signed and delivered the said instrument as ... Heinz ... free and voluntary act, for the uses and purposes herein
subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that ... they ...
personally known to me to be the same person(s) whose name(s) ... Heinz ...
do hereby certify that ... Wesley Leczkowicz, Barbara Leczkowicz, Wesley Witzke ...
a Notary Public in and for said county and state,

STATE OF ILLINOIS, COC, County ss:

Borrower
Borrower

In witness whereof, Borrower has executed this Mortgage.

23. Waiver of Foreclosure. Borrower hereby waives all right of homestead exemption in the Property.
24. Remarks. Upon payment of all sums secured by this Mortgage, any, and Pay Mortgagee a release fee.
Mortgagee, provided the original amount of the Note plus US \$5.00, DUN E.
Indebtedness incurred by this Mortgage, not including sums advanced in accordance herewith to protect the security of the
make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by this Mortgage when
evidenced by promissory notes stating that said notes are secured hereby. At no time shall the Mortgagee when
21. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to release of this Mortgage, may
have rents actually received.
22. Remarks. Upon possession of and manage title to the Property and to payments of management of the
past due. All rents collected by Lender or the receiver shall be applied first to payments of the Property including those
entitled to enter upon, take possession of and manage title to the Property and to collect all amounts due under this
Upon acceleration under paragraph 18 hereof or abandonment of the Property, and any time before or by judgment, shall be
of any period of redemption following judicial sale, Lender, or by application prior to the expiration
hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable
hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18
20. Assignment of Rent: Assignment of Recipient Lender in Possession. As additional security hereunder, Borrower
no acceleration had occurred.
21. Payment and Cure by Borrower, this Mortgagee and the obligors secured hereby shall remain in full force and effect as if
in the Property and Borrower's obligation to pay the sums secured by this Mortgage shall continue unimpaired. Upon such
(d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Mortgage, Lender's interest
enforcing Lender's remedies as provided in paragraph 18 hereof, including, but not limited to reasonable attorney's fees; and
exemptions incurred by Lender in enforcing its convenants and agreements of Borrower contained in this Mortgage and in
breaches of any other covenants or agreements Future Advances, if any, had no acceleration occurred; (c) Borrower pays all reasonable
prior to entry of a judgment enjoining this Mortgage; (a) Borrower pays Lender all sums which would be then due under
this Mortgage; the Note and notes securing Future Advances, if any, had no acceleration occurred; (b) Borrower cures all

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Lender's written agreement or applicable law. Borrower shall pay the amount of all mortgage insurance premiums in the manner provided under paragraph 2 hereof.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Mortgage. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate payable from time to time on outstanding principal under the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permissible under applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, 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 Mortgage, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, there shall be applied to the sums secured by this Mortgage such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Mortgage immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

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 such notice is mailed, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Mortgage.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy. The procurement of insurance or the payment of taxes or other liens or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Mortgage.

12. Remedies Cumulative. All remedies provided in this Mortgage are distinct and cumulative to any other right or remedy under this Mortgage or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Mortgage are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Mortgage shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail, return receipt requested, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Mortgage shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

15. Uniform Mortgage; Governing Law; Severability. This form of mortgage combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Mortgage shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Mortgage or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Mortgage or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Mortgage and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Mortgage at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, excluding (a) the creation of a lien or encumbrance subordinate to this Mortgage, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any leasehold interest of three years or less not containing an option to purchase, Lender may, at Lender's option, declare all the sums secured by this Mortgage to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Mortgage shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17, and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Mortgage and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

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

18. Acceleration; Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Mortgage, including the covenants to pay when due any sums secured by this Mortgage, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 30 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Mortgage, 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 breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Mortgage to be immediately due and payable without further demand and may foreclose this Mortgage by judicial proceeding. Lender shall be entitled to collect in such proceeding all expenses of foreclosure, including, but not limited to, reasonable attorney's fees, and costs of documentary evidence, abstracts and title reports.

19. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Mortgage, Borrower shall have the right to have any proceedings begun by Lender to enforce this Mortgage discontinued at any time

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7. **Protection of Lenders' Security.** If Borrower fails to perform the covenants and agreements contained in this Mortgage, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, Borrower shall pay the premiums required to maintain such insurance at the expense of Borrower, and Lender may make such payments and charge the same to the account of Borrower.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not permit any waste or damage to this Mortgagor's interest in the Property which would interfere with the proper enjoyment of the Property by the Mortgagor. Borrower shall not permit any waste or damage to this Mortgagor's interest in the Property which would interfere with the proper enjoyment of the Property by the Mortgagor.

Unless Lesender and Borrower otherwise agree in writing, any such application of proceeds to print shop shall not extend or postpone the due date of the monthly installments received to it in paragraphs 1 and 2 hereof or create a default under the terms of the note.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the property damaged, provided such restoration or repair is economically feasible and the security of this Mortgage is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Mortgage is otherwise impaired, the Lender may apply the insurance proceeds to the payment of any deficiency in the amount of the insurance coverage.

All insurance companies shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender and shall have the right to hold the policies and renewals thereof in trust for Lender. Lender shall receive all notices and all premiums due under the policies and shall pay all premiums due under the policies to Lender.

The insurance carrier providing the insurance shall be chosen by Borrower unless provided by Lender; provided, such coverage exceeds the amount of coverage required to pay the amounts due under the Note.

4. **Charges:** Lenders, Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the property which may attain a priority over this Mortgagor, and lessees/borrowers of ground rents, if any, in the manner provided under paragraph three of this Agreement, by Borrower making payment, directly to the lessor or owner, in the event of a sale of such property, or to Lender after notice of amounts due under this paragraph, and in the event of a mortgage or other charge over this property, by Borrower promptly furnishing to Lender records evidencing such payments.

3. Application of Payment Methods. Unless applicable law provides otherwise, all payments received by Lender under this Note and Paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under this Note or any Future Advances.

Leender at the time of application as a credit against the sums secured by this mortgage.

state agency (including Lentder in its capacity as such an institution) the expenses of which are incurred by the Fund shall apply the Funds to pay said taxes, assessments and premiums and ground rents. Lentder may not charge for so holding and applying the Funds, and analyzing said accounts or verifying said assessments and bills, unless Lentder pays Borrower interest on the Funds and applicable law permits Lentder to make such a charge. Borrower and Lentder may agree in writing at the time of execution of this Agreement to make each other responsible for the Fund's debts to the Fund.

2. Funds for Taxes and Liabilities. Subject to applicable law or to a written waiver by Lender, Borrower shall pay taxes and liabilities resulting from the principal and interest of the Note, until the Note is paid in full.

1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on any amounts evidenced by the Note, together with all charges as provided in the Note, and the principal of and interest on any amounts evidenced by this Note, together with all charges as provided by this Note.