THIS INSTRUMENT WAS PREPARED BY:

HELEN DEANOVICH ONE NORTH DEARBORN STREET CHICAGO, TLLINOIS 60602

**MORTGAGE** 

CITICORP SAVINGS

Day

Corporate Office One South Dearborn Street Chicago, Illinois 80603 Telephone (1 312 977 5000)

ACCOUNT NUMBER 00000866335

THIS MORTGAGE ("Security Instrument") is given on DECEMBER COTH.

19 86 The mortal gor is ( MONTY KOWALCZYK AND
LOUISE GRUENER KOWALCZYK HIS WIFE

("Borrower"). This Security is at ment is given to Citleorp Savings of Illinois, a Federal Savings and Lonn Association, which is organized and existing under the Pows of The United States, and whose address is One South Dearborn Street, Chicago, Illinois 60603. ("Lender"). Borrower owes Lender the principal sum of SCRTY + 160 THOUSAND FOUR HUNDRED AND Dollars (U.S. \$ AD. 400.00). This debt is evidenced by Borrower's note dated the same date as in Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable with the full debt, and payable with the full debt of the same date as in Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable with the full debt of the same date as in Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable with the full debt.

This Security Instrument secures to Lender: (a) the recayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications; (b) the payment of all other stands, with interest, advanced under paragraph 7 to proteet the security of this Security Instrument; and (c) the performance of Board or stands and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to 4 ender the following described property located in the County of COOK.

THE EAST 18 INCHES OF LOT 2 AND ALL OF LOTS 3 A 1D " IN GAULER'S SUBDIVISION OF LOTS 25, 26, 27 AND 28 IN BLOCK 1, IN STOREY'S MILWAUKEE AVENUE SUBDIVISION OF THE NORTH EAST 15 /CPES OF THE WEST HALF OF THE SOUTH EAST QUARTER OF SECTION 26, WINDLAW MORTH, TOWNSHIP 40 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN.

I.D. #13-26-402-003-0000 are Jul. J. #13-26-402-004-0000 are . 4

which has the address of

3449-3451 W DIVERSEY

CHICAGO

Illinois

60647

("Property Address");

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 rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by 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 to mortgage, grant 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.

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

ILLINGIS -- Single Family -- FIIMAIFHLMC UHIFORM INSTRUMENT

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") equal to one-twelfth of: (a) yearly taxes and assessments which may attain priority over this Security Instrument; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard insurance premiums; and (d) yearly mortgage insurance premiums, if any. These items are called "escrow items." Lender may estimate the Funds due on the basis of current data and reasonable estimates of future escrow items.

The Junds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay the escrow items. Lender may not charge for he did g and applying the Funds, analyzing the account or verifying the escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing that interest shall be paid any the Funds. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or carnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds shown, or dits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional set of the sums secured by this Security Instrument.

If the amount of the Funds held by Lender, together with the future monthly payments of Funds payable prior to the due dates of the escrow items, snall exceed the amount required to pay the escrow items when due, the excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly payments of Funds. If the amount of the Funds held by Lender is not sufficient to pay the escrow items when due, Borrower shall pay to Lender any amount necessary to make up the

deficiency in one or more payments as required by Lender.

Upon payment in full of all sum, secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 19 the Property is sold or acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs I and 2 shall be applied: first to late charges due under the Note; the Note; second, to prepayment charges due under the Note; third, to

amounts payable under paragraph 2; fourth, to interest due; and last, to principal due.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and hasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not past in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly (urnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner eceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the lobble, 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 attain priority over this Security Instrument, Lender may give Borrower a notice of intifying 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 20 ice.

5. Hazard Insurance. Borrower shall keep the improvements now existing or be eafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any of a hazards for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Le ider requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Lender and shall include a standar a mortgage clause. Lender shall base 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 recording 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 secured 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 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 the payments. If under paragraph 19 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Preservation and Maintenance of Property; Leaseholds. Borrower shall not destroy, damage or substantially change the Property, allow the Property to deteriorate or commit waste. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease, and if Borrower acquires fee title to the Property, the leasehold and fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property; Mortgage Insurance. If Borrower fails to perform the covenants and agreements 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 to enforce laws or Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation 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.

(Assignment of Rents OFFICIAL COPY) Corporate Office

Chicago, Illinois 60603 Telephone (1 312) 977-5000

29TH day of DECEMBER . 19 86 THIS 2-4 FAMILY RIDER is made this 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 Citicorp Savings of Illinois, A Federal Savings and Loan Association (the "Lender") of the same date and covering the property described in the Security Instrument and located at: 3449-3451 WEST DIVERSEY

> CHICAGO, ILLINOIS 60647 (Property Address)

2-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument. Borrower and Lender further covenant and agree as follows:

- A. Use of Property; Compliance With Law. Borrower shall not seek, agree to make a change in the use of the Property or its zoning clasification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.
- B. Sut orclinate Liens. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- C. Rent Loss insurance. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.
  - D. "Borrowers Fight To Reinstate" Deleted, Uniform Covenant 18 is deleted.
- E. Assignment of Leaves. Upon Lender's request, Borrower shall assign to Lender all leases of the Property and all security deposits made in come ation with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph E, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- F. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instruction, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an CA assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all ents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the rents of the Property; and (iii) each tenent of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and nes not and will not perform any act that would prevent Lender from exercising its rights under this paragraph F.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower, However, Lender or a judicially appointed receiver may do so at an / tim; there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents or the Property shall terminate when the debt secured by the Security Instrument is paid in full.

G. Cross-Default Provision. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this 2-4 Family Rider.

\_(Seal) Borrower

\_\_(Seal)

(Seal)

PREPARED BY: Helen Deanovich 1 N. Dearborn

Chicago, IL 60602

P.I.N.# 13-26-402-003-0000 P.I.N.# 13-26-402-004-0000

c/k/a: 3449-51 W. Diversey Avenue Chicago, IL

Property of Cook County Clerk's Office

nde o namer 11 सिंहिंदे स्ती (1979) we as it no acceleration had occur ed from eddanganaq tobnu nollan<mark>s</mark>leo ~solle yllal nismer lisda ⊱ Their suggests rights in the Property and Borrower's ubligation to pay the sums secured by this Security Instrument shall configure teazonable attorneys, feest and (q) takes such action as Lender may reasonably require to assure that the fier of this Security insturcovenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, would be due under this Security Instrument and the Note had no acceleration occurred; (b) cures any default of any other (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or ment of this Security instrument discontinued at any time prior to the earlier of; (a) 5 days (or such other period as applicable law 18. Borrower's Right to Reinstale. If Borrower meets certain conditions, Borrower shall have the right to have enforcethis Security Instrument without farther notice or demand on Borrower.

strument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security In-

If Lender exercises this option, Lender shall give horrower notice of acceleration. The notice shall provide a period of nor Tustiningur.

strument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Lender's prior written consent, Lender may, at its option, require innucliate payment in full of all sums secured by this Security Insold or transferred (or if a beneficial interest in Borrower is sold or minsferred and Borrower is not a natural person) without

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security instrument.
17. Transfer of the Property of a Beneficial Inferest in Borrower. If all or any part of the Property of any inferest in it is

without the conflicting provision. To this end the provisions of this Security instrument and the Mote are declared to be severable. applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect tion in which the Property is located. In the event that any provision or clause of this Security Instrument or the Piot conflicts with

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the new of the jurisdic-

ment shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph. dress stated herein or any other address Lender designates by notice to florrewer. Any notice provided for a 1 its Security Instruany other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first the anail to Lender's ad-

it by first class mail unless applicable law requires use of another method. The notice shall be directed 5 the property Address or

14. Notices. Any notice to florrower provided for in this Security Instrument shall be given by lelivering it or by mailing exercises this option, Lender shall take the steps specified in this second paragraph of pargraph. payment in full of all sums secured by this Security Instrument and may invoke any temedies pertilited by paragraph 19. If Lender

provision of the Note of this Security Instrument unenforceable according to its terms, Lender, at its option, may require immediate

If a refund reduces principal, the reduction will be treated as a partial prepayment without, any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applied bly laws has the effect of rendering any Lender may choose to make this refund by reducing the principal owed under the Part or or by making a direct payment to Borrower. mitted limit; and (b) any sums already collected from Borrower which exceeded pertitited limits will be refunded to Borrower. eeed the permitted limits, them; (a) any such loan charge shall be reduced by the a forum necessary to reduce the charge to the per-

and that law is finally interpreted so that the interest or other loan charges collect ca ar to be collected in connection with the loan ex-12. Loan Charges. If the loan seemed by this Security Instrum in its ubject to a law which sets maximum loan charges,

regard to the terms of this Security instrument or the Note without that Varower's consent. ment; and (e) agrees that Lender and any other Borrower may agree. Lexiend, modify, forbear or make any accommodations with perty under the terms of this Seeminy Instrument; (b) is not persentily obligated to pay the sums seemed by this Seeminy Instru-

ty 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 Asy Borrower who co-signs this Security Instrument but does not execute the Mole: (a) is co-signing this Security Instrument only is shower who co-signing this Security Instrument only is also grant and convey that Borrower's interest in the Pro-Successors and Assigns Bound; Joint and Several Mability; Co-signers. The covenants and agreements of this Securi-

terest. Any forbentance by Lender in exercising any right remedy shall not be a winver of or preclude the exercise of any right or sourced by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in inmente proceedings against any successor in it teres or refuse to extend time for payment or otherwise modify amortization of the operate to release the liability of the original florrower or Borrower's successors in interest. Lender shall not be required to comamortization of the sums secured by this 2 is dity Instrument granted by Lender to any successor in interest of Borrower shall not

the due date of the monthly payments leferred to in paragraphs 1 and 2 or change the amount of such payments.

10. Burrower Not Released; Section and By Lender Not a Walver. Extension of the time for payment or modification of

Unless Lender and Borrower oil erwise agree in writing, any application of proceeds to principal shall not extend or postpone

this Security Instrument, whether of not then due. authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by award or settle a claim for dam nges, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is

If the Property is abandoned by Horrower, or if, after notice by Lender to Borrower that the condemnor offers to make an market value of the Perseyy immediately before the taking. Any balance shall be paid to Borrower. multiplied by the fell as ing fraction; (a) the total amount of the sums secured immediately before the taking, divided by (b) the tain

Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds whether or not they due, with any excess paid to Bortower. In the event of a partial taking of the Property, unless Bortower and in the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, paid to Lender.

demnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be 9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any con-BOTTOWER NOTICE AT THE UME OF OF DRIOF TO AIR INSPECTIONS SPECIFYING TERSORABLE CRUSE FOR THE INSPECTION.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give cordance with Borrower's and Lender's written agreement or applicable law.

pay the premiums required to maintain the insurance in offect until such time as the requirement for the insurance terminates in ac-If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall

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19. Accelerations any covenant or agreemed law provides otherwise.) If 30 days from the date the or before the date specificated proceeding and so the right to assert in the foreclosure. If the default ment in full of all sums so judicial proceeding. Lend including, but not limited.	The notice shall specify notice is given to Borro of in the notice may read of the Property. The preciosure proceeding this not cured on or before the his Security for shall be entitled to elected, reasonable attorn.	half give notice to B ument (but not prio ; (a) the default; (b) ower, by which the d sult in acceleration o notice shalf further be non-existence of ore the date specified instrument without officet all expenses in cys' fees and costs of	orrower prior to acceleration under the acceleration under the action required to cefault must be cured; a of the sams secured by hinform Borrower of the a default or any other a in the notice. Lender a further demand and machine demand and machined in pursuing the of title evidence.	eration following Borr paragraphs 13 and 17 cure the default; (c) a d and (d) that failure to co this Security Instrument e right to reinstate after defense of Borrower to at its option may requir ay foreclose this Secur remedies provided in t	unless applicable late, not less than are the default on all, foreclosure by a seceleration and acceleration and the immediate paying Instrument by his paragraph 19,
20. Lender in Poto the expiration of any receiver) shall be entitled cluding those past due. At the Property and collectioneys' fees, and then to 21. Referse. Up without charge to Bor ov 22. Waiver of 76.	ssession. Upon acceled period of redemption to enter upon, take purely rents collected by Lepin of rents, including, to the sums secured by toon payment of all sums	eration under paragrafications and mainter or the receiver out not limited to, to this Security Instrums a secured by this Security in this Security in the security any recordation of the security any recordation of the security and the security in the s	aph 19 or abandonmer sale, Lender (in person nage the Property and shall be applied first to ceiver's fees, premium- nent, urity Instrument, Lend osts, omestead exemption in	n, by agent or by jud to collect the rents of payment of the costs of son receiver's bonds a let shall release this Sec the Property.	icially appointed the Property in- il management of nd reasonable at- curity Instrument
Security Instrument, the the covenants and agreem	overants and agreeme	nts of each such rid	er shall be incorporated	d into and shall amend	and supplement
box(es)]  Adjustable F		Condominiur			nily Rider
☐ Graduated P	eify]	Planned Unit	Development Rider		
In Witness Whereof, Bo	orrower has executed the	nis Mortgage.			
May F	Kowely 1	- Bullower		Irvener Lo	valage
			40.		
		— Borrower	2		—Bollower
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STATE OF ILLINOIS,		(-/C	County ss:	76	
hereby certify that		CZYK AUD 1.0	UTET ORGANISMEN	blic ik and for said cou - 보이타이 연필건도 11	•
subscribed to the foregoing signed and delivered the s	g instrument, appeared	before me this day i	to be the same Personts person, and acknowle ad voluntary act, for t	rdged that	ARE VIEY
	l and official scal, this	in cold	day of Dec	Cente 19 8	
"OF	FICIAL SEAL", nda L. Hunt	<b>7</b>	Sind	W DUDIE:	uet .
My Carage	tic. State of Illinois	ilaw This Line Reserved Fo	Lender and Recorder)	7 . 1/1/10	5.5

CO S

"OFFICIAL SEAL"
Linda L. Hunt
Notary Public, State of Illinois'
My Commission Expires 6/6/90

ACCOUNT NUMBER 0000866335