

3818703

(Space Above This Line For Recording Data)

MORTGAGE ISSUED IN DUPLICATE

#5010483

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on AUGUST 18 19 89 The mortgagor is PIOTR LOBACZEWSKI BACHELOR AND WANDA TRUSZCZYNSKA, A WIDOW

("Borrower"). This Security Instrument is given to HOUSEHOLD BANK F.B.B., A FEDERAL SAVINGS BANK which is organized and existing under the laws of THE UNITED STATES OF AMERICA, and whose address is

255 EAST LAKE STREET, BLOOMINGDALE, ILLINOIS 60108 ("Lender")

Borrower owes Lender the principal sum of SEVENTY SIX THOUSAND AND 00/100-----

-----Dollars (U.S. \$ 76,000.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 31, 2019. This Security Instrument

secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications, (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property

located in COOK County, Illinois

THE WEST 15 FEET OF LOT 7; AND LOT 8 (EXCEPT THE WEST 12 FEET THEREOF) IN BLOCK 6 OF EDWARDS SUBDIVISION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

PIN#13-21-419-015

which has the address of 4917 W. SCHOOL STREET CHICAGO Illinois 60641 ("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 seized 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.

5/20/95 [Signature]

note identified

3818703

UNOFFICIAL COPY

IN DUPLICATE

2/13/4739

3818703

PREPARED BY AND MAILED BY
 MARY MILNE/HOUSEHOLD
 225 EAST LAKE STREET
 CHICAGO, ILLINOIS 60601

REGISTERED BY
 CAROL MOSEL
 REGISTRATION CENTER
 230 N. LAUREL ST.
 CHICAGO, ILLINOIS 60601

My Commission expires: 1989 AUG 21

Given under my hand and official seal, this 28TH day of AUGUST, 1989.

Notary Public
 CONY DORSTER
 130 WEST MADISON
 CHICAGO, ILLINOIS 60601

Address: 3818703
 Deliver on: 28TH day of AUGUST, 1989
 Deliver Duplicate To: LTL

5/20/99 5

STATE OF ILLINOIS, County of COOK

I, THE UNDERSIGNED, a Notary Public in and for said county and state, do hereby certify that

PIOTR LOSACZKOWSKI, A BACHELOR AND
 WANDA TRUSZCZYNSKA, A WIDOW
 personally known to me to be the same person(s) whose names ARE subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they free and voluntary act, for the uses and purposes therein

(Specs Below This Line For Acknowledgment)

Borrower (Seal) _____
 Borrower (Seal) _____
 Borrower (Seal) _____
 Borrower (Seal) _____

PIOTR LOSACZKOWSKI
 WANDA TRUSZCZYNSKA, WIDOW

By SIGNING Below, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any riders (executed by Borrower and recorded with it)

Other(s) [specify] _____

Graduated Payment Rider

Adjustable Rate Rider

Condominium Rider

1-4 Family Rider

Planned Unit Development Rider

23. 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 (Check applicable boxes)

22. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property Instrument without charge to Borrower. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument receiver's management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the appointed receiver. I shall be entitled to enter upon, take possession of and manage the Property, and to collect the rents of prior to the expiration of any period of redemption following judicial sale. Lender (in person, by agent or by judicially appointed receiver) shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. Any rents collected by Lender or the receiver shall be applied first to payment of the receiver's management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Security Instrument.

20. Lender in Possession. Upon acceleration under paragraph 19 or abandonment of the Property and at any time but not limited to, reasonable attorney's fees and costs of title evidence.

Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender at its option may require immediate payment in full of all sums secured by before the date specified in the notice, Lender at its option may require acceleration and foreclosure, if the default is not cured on or existence of a default or any other defense of Borrower to acceleration and foreclosure. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-secured by this Security Instrument, foreclosure proceeding and sale of the Property. The notice shall further and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums 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; unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 19. Acceleration Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's NON ENFORCEMENT COVENANTS. Borrower and Lender further covenant and agree as follows: