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MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on 18TH day of JANUARY, 1991. The mortgagor is HENRYK GAJEMSKI HUSBAND AND WIFE AND DANUTA GAJEWSKI

Instrument is given to METROPOLITAN FINANCIAL MORTGAGE CORPORATION, which is organized and existing under the less of Minnesota, and whose address is 425 RCBERT STREET NORTH ST. PAUL, MN 55101 ("Lender"). Borrower owes Lender the principal aum of MINCTY TWO THOUSAND EIGHT HUNDRED and no/100 Dollers (U.S. \$ 92,800,00). 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 the first day of FERRUARY, 2021. 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's extensions of the Note, which is purpose, Borrower's extensions and convey to Lender the following described property located in COOK County, Illinois:

LOT TWO HUNDRED FOUR (204) IN ALBERT J. SCHORSCH IRVING PARK BOULEVARD GARDENS SEVENTH ADDITION. A SUBDIVISION OF THE SOUTH 7 1/2 ACRES OF THE WEST HALF (1/2) OF THE EAST MALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) (EXCEPT THE SOUTH 173.75 FEET THEREOF) OF SECTION 20, TOWNSHIP 04 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN AND DEDICATION AS A PUBLIC STREET OF THE EAST 33 FEET OF THE WEST HALF (1/2) OF THE SOUTHEAST QUARTER (1/4) OF THE NORTHWEST QUARTER (1/4) OF SAID SECTION 20 EXCEPT PARTS THERETOFORE DEDICATED.

and convey the property and that the Prope ty is unencumbered, except for encumbrances of record. Builded encumbrances of record. Builded encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform coverants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security in t ument covering real property

THIS SECURITY INSTRUMENT combines uniform covamination in search to overing the mon-uniform covaminates with limited variations by jurisdiction to constitute a uniform security in timent covaring teach property

UNIFORM COVENANTS. Borrower and Lender covaminate and varies as follows:

1. Payment of Principal and Interest, Prospegation of an object of the Note of t

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 furnish 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 acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Londer's opinion operate to prevent the enforcement of the lien or forfeiture of any part of the Property; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument, If Londer 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.

Page 1 of 4

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IHIS SECURITY INSTRUMENT combines unitorm consumus for national use and non-unitorm covenance with limited variations

BORROWER COVERANTS that borrow's a lawfully seized of the estate hereby conveyed and has the tight to mortgage, grant and convey the property and that the Projecty against all claims and demands, subject to any encumbrances of record, Borrower warrants and BORROWER COVERANTS the title to the Projecty against all claims and demands, subject to any encumbrances of record.

TOCETHER WITH all the introvements now or herester erected on the property, and all essements, rights, appurtenance; rents, royalties, mineral, oit aid gas rights and prolits; water rights and above and all lixtures now or herester a part of the property. All replacement, and additions shall also be covered by this Security instrument. All of the foregoing is referred to in this Security in trument as the "Froperty."

("Property Address"); CHICAGO,

whiten (Street)
(1) (Street)
(2) (Street)
(2) (Street) WORNSTIAS W 8402 TO WOLDS and RAITENSOW

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MORTGAGE

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5. Hazard Insurance. Borrower shall keep the improvements now existing or hersafter erected on the Property insured against loss by fire, hezards included within the term "extended coverage" and any other hezards for which Lander 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. 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 is sconomically feasible and Lender's security is not lessaned. If the restoration or repair is not accommically 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 be agained and borrower otherwise agree in writing, any application of proceeds to principal shall need to be a principal shall need to be a principal shall need to be a principal shall need to

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 insurence policies and proceeds resulting under paragraph 19 the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immadiately 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 make 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 contain. 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 bankruptey, 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 far graph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Horrower secured by this Security Instrument. Burrower and Lend

requesting payment.

requesting payment.

If Lender required mortgage incurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower, and Lender's written agreement or applicable law.

8. Inspection, Lender or its agent is make reasonable entries upon and inspections of the Property, Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any read 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 essigned and shall be paid to Lendar.

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 Security Instrument, whether or not then due, with any ixras paid to Borrower. In the event of a partial taking of the Property, the sums secured by this Security Instrument and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following raction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of in Property immediately before the taking. Any balance shall be 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 fells to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the project, 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 application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in pira raphs 1 and 2 or change the amount of such payments.

10. Borrower Not Released; Porbearance By Lender Not a Waivar, extension of the time for payment or modification of amortization of the sums secured by this Security Instrument greated? I bender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or derrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or extend time for payment or otherwise modify amortization of the sums secured by this Security instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercis ng my right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability: co-si, 30.2. 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 1, 39 Borrower who co-signs this Security Instrument. (h) is not personally obligated to pay the sums secured by this Security Instrument of this Security Instrument or the Note without that Borrower's interest in the Property under the terms of this Security Instrument or the N

modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. Loan Charges. If the loan secured by this Security Instrument is subject to a law which also maximum toan charges, and that lew 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 charges shall be reduced by the arount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeds a remitted 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 any prepayment charge under the Note.

13. Legislation Affecting Lender's Rights. If enactment or expiration of applicable laws has the of endering any provision of the Note or this Security Instrument unenforceable according to its terms, Lander, it is option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps specified in the second paragraph of paragraph

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 Lander. Any notice to Lender shall be given by 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 Froperty 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 and 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 baneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have anforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may apecify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration 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 an

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

19. Acceleration; Remedies, Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant n. agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law row des otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not las 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, Corecleaure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of he right to reinstate after acceleration and the right to assert in the foraclosure proceeding the nonexistence 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 sacured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be smittled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to reasonable attorneys' fees and costs of title evidence.

20. Lender in Possession. Upon acceleration under paragraph 19 or abendoment of the Property and at any time prior to the expiration of any period of redemption following judicial sale, Lender (in person, by agent or by judicially appointed receiver) shall be enticled to enter upon, take possession of end manage the Property and to collect the rents of the Property including those past im. Any rents collected by Lender or the receiver shall be applied first to payment of the Property including those past im. Any rents collected by Lender or the rece

ŧ	1	Adjustable Rate Rider	ſ	í	Condorani m Rider	Į	}	2-4	Family	Rider
ŧ	1	Graduated Payment Rider	ţ	ļ	Planned Unit Development	Ride	or			
(}	Other(s) [specify]			4					

BY SIGNING BELOW, Borrower accepts and agrees to the terms and coven nts contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Henry Jana 1800)	
HENRYK GAJBOSKI (Seal)	-Borrower
BANUTA GAJEWSKI	~Borrower
(Seel)	-Borrower
(54-1)	-Borrower

THAT HENRYK GAJEWSKI AND DANUTA GAJEWSKI HUSBAND AND WIFE, WHO ARE personally known to me to be the same person(a) whose name ARE subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that THEY signed and delivered the said Instrument as THEIR free and voluntary act, for the was and purposes therein ast forth.

GIVEN under me hand and official Seal this day of OFFICIAL SEAL."

My commission hypothers was prepared by METROPOLITAN FINANCIAL MORTGAGE CORPORATION, 1000 East Woodfield Road, Suite 240, Schaumburg, IL 60173.

(Space Below This Line Reserved For Lender and Recorder)

Record and Return to August 198 GAGE CORPORATION 1000 E. Modifield Road. Sur 240 Schaumburg. IL 60173

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