

PREPARED BY:  
BARBARA KONOPKA  
SCHMIDT, IL 60173

UNOFFICIAL COPY

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1495594  
IN DUPLICATE

RECEIVED AND RETURN TO:  
MORTGAGE CAPITAL CORPORATION  
1000 WOODFIELD ROAD SUITE 240  
SCHMIDT, ILLINOIS 60173

**MORTGAGE**

0057483534

NOTE IDENTIFIED

THIS MORTGAGE ("Security Instrument") is given on **MARCH 21, 1991**.  
The mortgagor is **KRZYSTOF TRYNISZEWSKI AND JADWIGA TRYNISZEWSKI, HUSBAND AND WIFE**

("Borrower"). This Security Instrument is given to **MORTGAGE CAPITAL CORPORATION**, which is organized and existing under the laws of **THE STATE OF MINNESOTA**, and whose address is **111 EAST KELLOGG BOULEVARD ST. PAUL, MINNESOTA 55101** ("Lender").

Borrower owes Lender the principal sum of **ONE HUNDRED THOUSAND AND 00/100 Dollars (U.S. \$ 100,000.00)**.

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 **APRIL 1, 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 does hereby mortgage, grant and convey to Lender the following described property located in **COOK** County, Illinois:

**LOT 71 IN FOSTER-HARLEM RESUBDIVISION OF PARTS OF BLOCKS 3, 6 AND 7 AND ALL OF BLOCKS 1, 8, 9 AND 10 IN VOLK BROS. GREATER HARLEM AVENUE SUBDIVISION OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 7, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED JULY 27, 1950, AS DOCUMENT NUMBER 14861751, IN BOOK 384 OF PLATS, PAGE 33**

13-07-312-058

which has the address of **5040 NORTH NOTTINGHAM AVENUE CHICAGO**  
(Street) (City)  
Illinois **60656** ("Property Address");  
(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 rights and stock and 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.

**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.

ILLINOIS--Single Family--FNMA/FHLMC UNIFORM INSTRUMENT

Borrower(s) Initials: J T K T

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7. PROTECTION OF LENDER'S INTERESTS IN THE PROPERTY; MORTGAGE INSURANCE. If Borrower fails to perform the obligations of the Note, Lender shall have the right to take any action under this paragraph 7. Lender does not have to do so.

8. ASSIGNMENT AND SUBROGATION OF PROPERTY; LEASEHOLD. Borrower shall assign to Lender all of its interest in the Property, including but not limited to any leasehold interest, and shall execute all necessary documents to effect such assignment.

9. HAZARD PREVENTION. Borrower shall maintain the Property in good repair and shall promptly repair or replace any damaged portion of the Property. Lender shall have the right to inspect the Property at any time.

10. HAZARD PREVENTION (continued). Lender shall have the right to require Borrower to obtain and maintain hazard insurance on the Property. Lender shall be named as the beneficiary of such insurance.

11. HAZARD PREVENTION (continued). Lender shall have the right to require Borrower to obtain and maintain fire insurance on the Property. Lender shall be named as the beneficiary of such insurance.

12. HAZARD PREVENTION (continued). Lender shall have the right to require Borrower to obtain and maintain theft insurance on the Property. Lender shall be named as the beneficiary of such insurance.

13. HAZARD PREVENTION (continued). Lender shall have the right to require Borrower to obtain and maintain windstorm insurance on the Property. Lender shall be named as the beneficiary of such insurance.

14. HAZARD PREVENTION (continued). Lender shall have the right to require Borrower to obtain and maintain flood insurance on the Property. Lender shall be named as the beneficiary of such insurance.

15. HAZARD PREVENTION (continued). Lender shall have the right to require Borrower to obtain and maintain earthquake insurance on the Property. Lender shall be named as the beneficiary of such insurance.

16. HAZARD PREVENTION (continued). Lender shall have the right to require Borrower to obtain and maintain terrorism insurance on the Property. Lender shall be named as the beneficiary of such insurance.

17. HAZARD PREVENTION (continued). Lender shall have the right to require Borrower to obtain and maintain nuclear terrorism insurance on the Property. Lender shall be named as the beneficiary of such insurance.

18. HAZARD PREVENTION (continued). Lender shall have the right to require Borrower to obtain and maintain biological terrorism insurance on the Property. Lender shall be named as the beneficiary of such insurance.

19. HAZARD PREVENTION (continued). Lender shall have the right to require Borrower to obtain and maintain chemical terrorism insurance on the Property. Lender shall be named as the beneficiary of such insurance.

20. HAZARD PREVENTION (continued). Lender shall have the right to require Borrower to obtain and maintain radiological terrorism insurance on the Property. Lender shall be named as the beneficiary of such insurance.

21. HAZARD PREVENTION (continued). Lender shall have the right to require Borrower to obtain and maintain nuclear, biological, chemical, and radiological terrorism insurance on the Property. Lender shall be named as the beneficiary of such insurance.

22. HAZARD PREVENTION (continued). Lender shall have the right to require Borrower to obtain and maintain all other types of terrorism insurance on the Property. Lender shall be named as the beneficiary of such insurance.

23. HAZARD PREVENTION (continued). Lender shall have the right to require Borrower to obtain and maintain all other types of hazard insurance on the Property. Lender shall be named as the beneficiary of such insurance.

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DELETED FROM

Any amounts disbursed by Lender under this paragraph 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.

If Lender required mortgage insurance 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's and Lender's written agreement or applicable law.

**8. INSPECTION.** Lender or its agent may 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 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 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 excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower 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 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.

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 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 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 such payments.

**10. BORROWER NOT RELEASED; FORBEARANCE BY LENDER NOT A WAIVER.** 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 any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any 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-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 and 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.

**12. 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.

**13. LEGISLATION AFFECTING LENDER'S RIGHTS.** If enactment or expiration of applicable laws has the effect of rendering any provision of the Note or this Security Instrument unenforceable according to its terms, Lender, at its 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 17.

**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 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 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.

Borrower(s) Initials: K T J T

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