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

("Borrower"). This Security Instrument is given to MORTGAGE CAPITAL CORPORATION

which is organized and existing under the laws of

, and whose address is 111 EAST KELLOGG BOULEVARD THE STATE OF MINNESOTA ST. PAUL, MINFEROTA 55101

("Lender").

Borrower owes Legder the rescipal sum of ONE HUNDRED THOUSAND AND 00X100

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 This Security Instrument secures to Lender: (a) the repayment of the debt evidenced 9n APRIL 1, 2021 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 accurity of this Security Instrument; and (c) the performance of Borrower's sovenents and agreements under this Security listrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lander the following described property located in

COOK County, Illinois: LOT 71 IN FOSTER-HARLEM RESUED VISION 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 MERIDIA', 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 (Street)

CHICAGO scity)

Illinois

60656

{"Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all exsements, rights, appurtenances, rents, royalties, mineral, oil, and gas rights and profits, water rights and stock and a statutes 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.

ENTEGRA COVENANTS . Borrower and Lender covenant and agree as follows:

the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

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Simple sent to the extent of the secured by this Security strempt of the part of the same to change the amount of the payments. Sometimes and proceeds resulting or break agree in wiffing, any application to proceeds to principal shall not extend or

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the the event of locas, Borrower shall we prompt notice to the insurance the right to hold the policies and required and required all brompth give the Lender all Lesseptiable, to Lendor and Shall Article a standard mortgage clause. Lender similarity with the smoothing

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to a lien which and after princity ever in Security instrument, Lender may give Borrower a notice to a least security and a sys of the sections set forth above within 10 days of to freq yne fartt sanimieteb rebned it. Inemustant girused sie f.a. a na neil ent to faithe Property or (c) secures from the holder of the lien an of else in mell mell mell of the leadings and record of the mell o boop ni sizefnos (d) ; tabnel of eldefgesse rennem a ni melli entry de bas se seetge (s) : newonoù azeinu framustani ytimosë zirit nevo ytinoing seri n'ai le nett que agrante

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Any amounts disbursed by Lender under this paragraph I shall become adultional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall be ar 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 at d 'czrower 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 (ILEASED; FORBEARANCE BY LENDER NOT a WAIVER. Extension of the time for payment or modification of amortization of the aums 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 amortication of the sums secured by this Security Instrument by reason of any demand made by the original 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 BOUN?; JOINT and SEVERAL LIABILITY; CO-signers. The coverants 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 No's: (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 circady 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 included to the Property Address or any other address Borrower designates by notice to Lander. Any notice to Landers shall be given by first class mail to Lander's address stated herein or any other address Lander designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lander 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 witten 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.

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