AMERICAN LEGAL FORMS © 1988 Form No. 800 CHICAGO, K. (312) 372-1922

of the time of reference.

Page 1

Minois Power of Attorney Act Official Statutory Form Public Act 85-701 Effective September 22, 1787

ILLINOIS STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY

(NOTICE: THE PURPOSE OF THIS POWER OF ATTORNEY IS TO GIVE THE PERSON YOU DESIGNATE (YOUR "AGENT") BROAD POWERS TO HANDLE YOUR PROPERTY. WHICH MAY INCLUDE POWERS TO PLEDGE, SELL OR OTHERWISE DISPOSE OF ANY REAL OR PERSONAL PROPERTY WITHOUT ADVANCE NOTICE TO YOU OR APPROVAL BY YOU. THIS FORM DOES NOT IMPOSE A DUTY ON YOUR AGENT TO EXERCISE GRANTED POWERS, BUT WHEN A POWER IS EXERCISED. YOUR AGENT WILL HAVE TO USE DUE CARE TO ACT FOR YOUR BENEFIT AND IN ACCORDANCE WITH THIS FORM. A COURT CAN TAKE AWAY THE POWERS OF YOUR AGENT IF IT FINDS THE AGENT IS NOT ACTING PROPERLY. YOU MAY NAME SUCCESSOR AGENTS UNDER THIS FORM BUT NOT CO-AGENTS. UNLESS YOU EXPRESSLY LIMIT THE DURATION OF THIS POWER IN THE MANNER PROVIDED BELOW, UNTIL YOU REVOKE THIS POWER OR A COURT ACTING ON YOUR BEHALF TERMINATES IT, YOUR AGENT MAY EXERCISE THE POWERS GIVEN HERE THROUGHOUT YOUR LIFETIME, EVEN AFTER YOU BECOME DISABLED. THE POWERS YOU GIVE YOUR AGENT ARE EXPLAINED MORE FULLY IN SECTION 3-4 OF THE ILLINOIS "STATUTORY SHORT FORM POWER OF ATTORNEY FOR PROPERTY LAW" OF WHICH THIS FORM IS A PART (SEE THE BACK OF THIS FORM). THAT LAW EXPRESSLY PERMITS THE USE OF ANY DIFFERENT FORM OF POWER OF ATTORNEY YOU MAY DESIRE. IF THERE IS ANYTHING ASOUT THIS FORM THAT YOU DO NOT INDERSTAND. YOU SHOULD ASK A LAWYER TO EXPLAIN IT TO YOU.)

	Horney made this 20 day of October	(4601)
MALGORZATA	WROBEC - (risert name and address of principal)	
70,	(insert rightle ding Gudress or similarise)	
ereby appoint: TRCEK CURD	BEL	
	(insert name and address of agent)	
s my attorney-in-fact (my "agent") to act far me to "Statutory Short Form Power of Attorney for Pr paragraph 2 or 3 below:	and in my ranic (in any way I could act in person) with respe operty La (" (including all amendments), but subject to any fim	ct to the following powers, as defined in Section 3-4 initations on or additions to the specified powers inserted
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Financial institution transactions.	(h) Social Security, employment and military service	(m) Borrowing transactions. (n) Estate transactions.
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	(k) commodity and option transactions.	
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(YOUR AGENT WILL BE ENTITLED TO REIMBURSEMENT FOR ALL REASONABLE EXPENSES INCURRED IN ACTING UNDER THIS POWER OF ATTORNEY. STRIKE OUT THE NEXT SENTENCE IF YOU DO NOT WANT YOUR AGENT TO ALSO BE ENTITLED TO REASONABLE COMPENSATION FOR SERVICES AS AGENT.)

5. My agent shall be entitled to reasonable compensation for services rendered as agent under this power of attorney.

ITHIS POWER OF ATTORNEY MAY BE AMENDED OR REVOKED BY YOU AT ANY TIME AND IN ANY MANNER, ARSENT AMENDMENT OR REVOCATION. THE ALITHORITY

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s principal to the foregoing power of ottorney, appeared before me in perwit and ocknowledged signing tai, for the uses and purposes therein set forth [, and certilled to the correctness of the signaturels) of the agent(s)]	triown to me to be the same parson whose rights of the participal of delivering the instrument of the particip
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ointed, I nominate the following to serve as such guardian:	10 If a guardian of 27 estate (my property) is to be app
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A GUARDIAN OF YOUR ESTATE, OR BOTH IN THE EVENT A COURT DECIDES THAT ONE SHOULD BE RUBARING THE WARELSHING THE WARELSHING THE WARELSHING THE PPOINTMENT WILL SERVE YOUR BEST "TERESTS AND WELFARE. YOU MAY, BUT THE SAME PERSON NAMED IN THIS FORM AS YOUR AGENT!	PPROINTED YOU MAY BUT ARE NOT REQUIRED TO DO SO E WILL APPOINT THE PERSON NOMINATED BY YOUR DEADLENIS! ARE NOT REQUIRED TO NOMINATE AS YOUR DEADLENIS!
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Fine and completing either (or both) of the following:)	
AE THE TIME THIS POWER IS SIGNED AND WILL CONTINUE UNTIL YOUR DEATH UNLESS A LIMITATION AND COMPLETIVE FITHER (OR BOTH). OF THE FOLLOWING:)	GRANTED IN THIS POWER OF ATTORNEY WILL BECOME EFFECTS

CHKAGO IL (373) 372-1912

other limitations in the statutory property power form

and interests in property, except to the extent the principal for the generality of this category (a) by striking out one or more of categories (a) through (h) or by specifying (b) All other property powers and transactions. The agent is authorized to exercise oil possible powers of the principal with respect to all possible types of property

anade, in the statutory property power forms.

the trustee of any trust for the benefit of the principal to pay income or principal to the agent unless specific authority to the editing given or principal to the trust so problem. Provided, however, that the agent may not make at change or will and may not revoke or direct exocloble or amendable by the principal or require to the legal sepresentative of the estate of the principal, and, in general, exercise all powers with respect 🧛 estates and trusts which the principal could it present and under or property subject to induciary control; establish a revocable trust solely for the benefit of the principal indit reminates at the death of the principal and is then distributable legacy, bequest, devise, gift or other property interest or payment due or payable to or for the principal, assert any interest in and exercise any power over any trust, estate (n) Estate transactions. The agent is outhorized to: accept, receipt for, exercise, release, reject, renowner, assign, disclaim, demoind, sue for, claim and recover any

borrowing which the principal could if present and under no disability

for such purposes, sign, renew, extend, poy and satisfy any notes or other forms of obligation; and, in general, exercise all powers with respect to secured and unsecured (m) Borrowing transactions. The agent is authorized to, borrow money, mortgage or piedge any real estate or tangible or intangible personal property as security

oberations which the principal could it present and under no disability

and discharge business managers, employees, agritis, attainers, and consultants, and, in general, exercise all plays s with respect to business inferests and operate, buy, self, expand, contract, terminate or liquidate any business, direct, contral, supervise, manage or participate in the contract terminate or liquidate and engage, compensate service, mining, retaining or other type of business operations in any form, whether as a proprietorship, point verture, print iship, corporation, trust or other legal entity,

(i) Business operations. The agent is authorized to: organize or confinue and conduct any business (which term includes, without himitation, any farming, manufacturing,

it present and under no disobility.

Option accounts for the principal with any securities or futures broker, and, in general, exercise all powers with respect to commodifies and options which the principal could call and put options on stocks and stock indices traded on a regulated options exchange and collect cidit veipt for all proceeds of any such transactions, establish or continue (k) Commodity and option transactions. The agent is authorized to: buy, sell, each age assign, convey, settle and exercise commodities futures contracts and

to claims and litigation which the principal could if present and under no disability. offorneys and others and enter into contingency agreements and other contracts Leavesquy in connection with hitgation; and, in general, exercise all powers with respect

against the principal or any property interests of the principal, collect and receipt or any claim or settlement proceeds and worve or release all rights of the principal; employ (i) Claims and litigation. The agent is authorized to institute, Junes de, defend, abandon, compromise, arbitrate, settle and dispose of any claim in layor of ar

with respect to tax matters which the principal could it present and index no disability.

for such purposes, waive rights and sign all documents on retail', all the principal as required to settle, pay and determine all tax habitities, and, in general, exercise all powers THE BEINGHOUNDED PRESSES OF LOCATE REVENUE AND THE PROPERTY STATE OF LOCATE REVENUE AND THE PROPERTY OF THE PR joint returns and declarations of estimated tax; pay all exercs; claim, sue for and receive all tax returns and receits; represent

(i) Tox matters. The agent is authorized in sign, verify and hie all the principal's federal, state and local income, gift, estate, properly and other tax returns, including

the principal could it present and under no disability.

local er foreign statute or regulation; or d, in general, exercise all powers with respect to Social Security, unemployment, military service and governmental benefits which control, deposit to any accomment receipt for, and take title to and hold all benefits under any Social Security, unemployment, military service or other state, federal, and the military set it es determined by settle or abandon any claims to any better or assistance under any stated, later, for a sidenga statiske to abandon any settle or abandon and statiske or abandon and statiske or abandon and settle or assistance and settle or a settle or abandon and settle or abandon (h) Social Security, unemployment and military service benefits. The agent is authorized to: prepare, sign and like any claim or application for Social Security,

and, in general, exercise all powers with respect to retirement plans and retirement plan account balances which the principal could it present and under no disability. from any retrement plan to other retriement plans or individual retriement accounts, exercise oil investment powers available under any type of self-directed retriement plans. compensation plan and any other type of employee benefit pion); select and change payment options for the principal under any other type of employee contributions. without limitation, any tax qualified or nonqualified pension, profit sharing, stock bonus, employee savings and other retirement plan, individual retirement decount, deterred

(g) Relicement plan transactions. The agent is authorized to: contribute to, withdraw from and deposit furban by type of relicement plan (which term includes,

and annuity contracts which the principal could it present and under no disability.

on or surrender and collect all distributions, proceeds or benefits payable under any insurance or annually contract, and, in general, exercise all powers with respect to insurance anninty contract (which terms include, without limitation, limitation, like, accident, health, disability, automobite casuality, property or liability insurance); poy premiums or assessments (f) Insurance and annuity transactions. The agent is authorized to procure, addine, renew, terminate or otherwise deal with any type of insurance or

ynder no disability

deposit contract; drult or surrender any safe deposit box; and, in general, exercise all powers with respect to safe deposit marters which the principal could if present and (e) Sale deposit box transactions. The agent is authorized to lopen, continue and have access to all safe deposit boxes, sign, renew, release or terminate any safe.

to tangible personal property which the principal could if present and under no disability.

move, stote, ship, restore, maintain, repair, improve, manage, preserve, insure and safekeep tangible personal property; and, in general, exercise all powers with respect (d) Tangible personal property transactions. The agent is authorized to: buy and sell, lease, exchange, collect, possess and take title to all tangible personal property.

Page 3

NAME

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STATE
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LEGAL DESCRIPTION

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STREET ADDRESS:	<i>___</i>
PERMANENT TAX INDEX NUM	BER

THE SPACE ABOVE IS NOT PART OF OFFICIAL STATUTORY FORM, IT IS ONLY FOR THE AGENT'S UST IN RECORDING THIS FORM WHEN NECESSARY FOR REAL ESTATE TRANSACTIONS

Section 3-4 of the Illinois Statuto y Short Form Power of Attorney for Property Law

Section 3-4. Explanation of powers granted in the statutory short form power of attorney for property. This Section statutoses each category of powers listed in the statutory short form power of attorney for property and the effect of granting powers to an agent. When the title of any of the 4 Nowing categories is retained (not struck out) in a statutory property power form, the effect will be to grant the agent all of the principallic rights, powers and discretions with les rect no the types of property and transactions covered by the retained category, subject to any limitations on the granted powers that appear on the face of the form. The agent will have authority to exercise each granted power for and in the name of the principal with respect to all of the principal's interests in every type of property or transaction complete by the granted power at the time of exercise, whether the principal's interests are direct or indirect, whole or fractional, legal, equitable or contractual, as a joint tenant or tenant in common or held in any other form, but the agent will not have power under any of the statutory categories (a) through (a) to make gifts of the principal's property to exercise powers to appoint to others or to change any beneficiary whom the principal has designated to take the principal's interests or death under any will, thus, coint though, but when contractual arrangement. The agent will be under no duty to exercise granted powers or to assume control of or responsible, for the principal's property and will be required to use due care to act for the benefit of the principal in accordance with the terms of the statutory property power and will be liable for negligent exercise. The agent may act in person or through others reasonably expensive by the agent for the powers granted to the agent and deliver all instruments, negotiate and enter into all agreements and do all other acts reasonably necessary to implement the exercise of the powers granted to the agent

- (a) Real estate transactions. The agent is authorized to thou, sell, exchange, rent and lease real estate (which term includes in thou timilation ireal estate subject to a land trust and all beneficial interests in and powers of direction under any land trust); collect all rent, sale proceeds and earnings from real estate, convey, assign and accept title to real estate; grant easements, create conditions and release rights of homestead with respect to real estate, create land trusts and exercise all powers under fand trusts; hold, possess, maintain, repair, improve, subdivide, manage, operate and insure real estate, pay, contest, protest and compromise real estate taxes and assessments, and, in general, exercise all powers with respect to real estate which the principal could if present and under no disability.
- (b) Financial institution transactions. The agent is authorized to, open, close, continue and control all accounts and deposits in any type of financial institution (which term includes, without limitation, banks, trust companies, savings and building and loan associations, credit unions and brokerage firms), deposit in and withdraw from and write checks on any financial institution occount or deposit, and, in general, exercise all powers with respect to financial institution transactions which the principal could if present and under no disability.
- (c) Stock and bond transactions. The agent is authorized to buy and self off types of securities (which term on his including the condition of the condition of

ANCORE MORTGAGE, INC. P.O. BOX 1687

A

IL 61110-0187 ROCKFORD,

LOAN NO.	500-27-50

4006567

-{Space Above This Line For Recording Data}-

MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on October 28, 1991 The mortgagor is JACEK WROBEL, MALGORZATA WROBEL, HUSBAND AND HIFE, EDWARD JACHTH, SHENEX RESPINENT STANISLANA WROBEL, MARRIED MERSON.

S. J. A BACHELOR TO Leopol to Leopold Wrobel ("Borrower").

This Security instrument is given to AMCORE MORTGAGE,

which is organized and existing under the laws of NEVADA , and whose address is ("Lender").

we galloungalust Borrower owes Lender the principal sum of one Hundred Then ty Three Thousand and no/100 Dollars (U.S. \$ 123,000.00). This debt is evidenced by Borrower's fine 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 November 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 of the Note; (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 000 K. County, Illinois:

ALL OF LOT 18 AND THE HORTH HALF OF LOT 19 IN LAVINIA ELDRED'S SUBDIVISION BEING A SUBDIVISION OF THE WEST HALF OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL PRIDIAN, IN COOK COUNTY, ILLINOIS. TAX ID.# 13-17-315-054 RANGE 13,

which has the address of

N. MCVICKER

[Street]

60634 [Zip Code] ("Property Address");

County Clark TOGETHER WITH all the improvements now or hereafter erected on the property, and all essements, appurtenances, 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. C, the "Property."

BORROWER COVENANTS that Borrower is lawfully selsed 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.

ILLINOIS-SINGLE FAMILY-FNMA/FHLMC UNIFORM INSTRUMENT PAGE 1 OF 8 ISC/CMDTIL//0491/3014(9-90)-L

FORM 3014 9/90

CHICAGO

[City]

UNOFFICIAL COPONNO. 500-27-50

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with ilmited 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
- 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") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. \$2601 et seq. ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lendar it Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or varifying the Escrow items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estatic tald reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debils to the Funds and the purpose for which each debit to the Funds was made. The Funds are piedged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender excees? the amounts permitted to be held by applicable law. Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pray the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Londer the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve morani payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale 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 1 and 2 shall be applied: first, to any prepayment pharges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal que; and last, to any late charges due under the Note.
- 4. Charges; Liens. Borrower shall pay all taxes, assessments, tharges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promotly 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 mannar acceptable 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 (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any pair of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower and clientifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 (ays) of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintain on 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. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

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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 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 21 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. Occupar.cy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. So, were shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security instrument and shall continue to occupy the Property as Borrower's principal residence for at learn one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasenably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall is not default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment, could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge.
- 7. Protection of Lender's Rights in the Property. 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 forfeiture 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 et.c.neys' fees and entering on the Property to make repairs. Although Lender may take action under this paragrap 17, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 stall 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 provable, with interest, upon notice from Lender to Borrower requesting payment.

8. Mortgage Insurance. 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 cortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortologe insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no long or he required, at the option of Lender, if mortgage insurance coverage (in the amount and for the periods that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

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- 9. 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.
- 10. 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 In which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument Immediately before the taking, 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. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

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 falls 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 Legion and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due drite of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

- 11. Borrower Not Poleased; Forbearance By Lender Not a Walver. Extension of the time for payment or modification of amortication 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 incidity 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 walver of or preclude the exercise of any right or remedy.
- 12. Successors and Assigns Egar (1): Joint and Severat Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and coneffe 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 secure a 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 consint.
- 13. 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 (u) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender, now 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.
- 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 nett od. The notice shall be directed to the Property Address or any other address Borrower designates by notice to 'ender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lende. Tesignates 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 sold a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums

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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 malled 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 enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify 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 as if no acceleration had 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 and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.
- 19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may he sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Laa) Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will risc contain any other information required by applicable law.
- 20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances can or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Learly written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all nice ssary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20 "En ironmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to Leelth, safety or environmental protection.

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

- 21. Acceleration; Remedies. Lender shall give notice to Forrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraph 17 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the colice 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, foleclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence 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 secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees and costs of title evidence.
- 22. Release. Upon payment of all sums secured by this Security instrument, Lender's hall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.
 - 23. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property

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1-4 FAMILY RIDER ASSIGNMENT OF RENTS

THIS 1-4 FAMILY RIDER is made this 28th day of October 1991, 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 AMCORE MORTGAGE, INC., (the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

4106 N. MCVICKER, CHICAGO, IL 60634

[Property Address]

- 1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:
- A. ADDITIC NAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not ilmited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds shudes, curtains and curtain rods, attached mirrors, cabinets, panelling and attached floor coverings now or hereafter attracted to the Property dovered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Riderand the Security Instrument as the "Property."
- B. USE OF PROPERTY; COMPLIAN E VITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, 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.
- C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security instrument to be perfected against the Propritty without Lender's prior written permission.
- **D. RENT LOSS INSURANCE.** Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covena it \$.
 - E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Unitorm Covenant 18 is deleted.
- F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first sentence in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.
- G. ASSIGNMENT OF LEASES. Upon Lender's request, Borrower shall as sign to Lender all leases of the Property and all security deposits made in connection 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 Lander's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.
- H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

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If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the 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; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to

Lender secured by the Security Instrument pursuant to Uniform Covenant 7.

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

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when an the sums secured by the Security Instrument are paid in full.

I. 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, do nower accepts and agrees to the terms and provisions contained in this 1-4 Family Rider.

EDWARD JACHYM

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with this Security Instrument, amend and supplement the of Security Instrument. [Check	covenants and agreen applicable box(es)] 	greements of each such such ents of this Security I	ch rider shall be i nstrument as if th	ne rider(s) were	o and shall a part of this
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