

UNOFFICIAL COPY

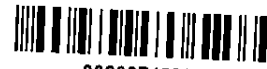
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Cook County Recorder

30.50



0020971839

above this line for recording

## Junior Mortgage

This mortgage is given by Ryszard and Ewa Zychowicz, hereinafter called the Borrowers, of 1801 N. 74th Ave., Elmwood Park, Illinois 60707, to Jan Zych, hereinafter called the Lender, which term includes any holder of this Mortgage, to secure the payment of the Principal Sum of fifty five thousand dollars, (\$55,000) US, together with interest thereon computed on the outstanding balance, all as provided in a Note, having the same date as this Mortgage, and also to secure the performance of all the terms, covenants, agreements, conditions and extensions of the Note and the Mortgage.

In consideration of the loan made by Lender to Borrowers and for the purpose expressed above, the Borrower does hereby grant and convey to Lender, with MORTGAGE COVENANTS, the land with the buildings situated thereon and all the improvements and fixtures now and hereafter a part thereof, being more particularly described in Exhibit A attached hereto and made a part hereof and having a street address of 1801 N. 74th Ave., Elmwood Park, IL 60707.

Borrower further covenants and agrees that:

1. No superior mortgage or the note secured by it will be modified without the consent of the Lender hereunder.
2. Borrowers will make with a balloon payment due under the Note secured by this Mortgage a payment sufficient to provide a fund from which the real estate taxes, betterment assessments and other municipal charges which can become a lien against the mortgaged premises can be paid by Lender when due. This provision shall be effective only in the event that a fund for the same premises is not required to be established by a holder of a senior mortgage.
3. In the event that Borrowers fail to carry out the covenants and agreements set forth herein, the Lender may do and pay for whatever is reasonably necessary to protect the value of and the Lender's rights in the mortgaged property and any amounts so paid shall be added to the Principal Sum due the Lender hereunder.

4. As additional security hereunder, Borrower hereby assigns to Lender, Borrower's rents of the mortgaged property, and upon default the same may be collected without the necessity of making entry upon the mortgaged premises.
5. If the event that any condition of this Mortgage or any senior mortgage shall be in default for fifteen (15) days, the entire debt shall become immediately due and payable at the option of the Lender. Lender shall be entitled to collect all costs and expenses, including reasonable attorney's fees incurred.
6. In the event that the Borrower transfers ownership (either legal or equitable) or any security interest in the mortgaged property, whether voluntary or involuntary, the Lender may at his option declare the debt due and payable.
7. This Mortgage is also security for all other direct and contingent liabilities of the Borrower to Lender which are due or become due and whether now existing or hereafter contracted.
8. Borrower shall maintain adequate insurance on the property and the Lender shall be named an insured interest.
9. Borrower shall not commit waste, or permit others to commit actual, permissive, or constructive waster on the property.
10. Borrower further covenants and warrants to Lender that Borrower is indefeasibly seized of the said land in fee simple; that the Borrower has lawful authority to mortgage said land and the said land is free and clear of all encumbrances except as may be expressly contained herein.

This Mortgage is upon the statutory condition and the other conditions set forth herein, for the breach of which Lender shall have the STATUTORY POWER OF SALE to the extent existing under State Law.

Executed under seal, this 31 day of August, 2002.

Ryszard Zychowicz  
Ryszard Zychowicz

Ewa Zycowicz  
Ewa Zycowicz

State of Illinois  
County of Cook

On August 31, 2002 before me, Ryszard and Ewa Zychowicz, personally known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacity and that their signatures on the instrument, the persons or the entity on which the persons acted, executed the instrument.

Witness my hand and official seal:



Prepared by and mail to:  
John Kuranty, Attorney at Law  
936 S. State Street  
Lockport, IL 60441



Property of Cook County Clerk's Office

Exhibit "A"

**Legal:**

Lot 6 (except the north 60 feet and except the east 8 feet thereof) in block 16 in Mills and Sons Green Fields Subdivision of Section 36, Township 40 North, Range 12, East of the Third Principal Meridian, according to the plat thereof recorded May 25, 1915 as document 5641206, in Cook County, Illinois.

**Property index number:** 12-36-412-029-0000

**Property address:** 1801 N. 74th Ave., Elmwood Park, IL 60707

Property of Cook County Clerk's Office