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Cook County Recorder 31.50



**COOK COUNTY
RECORDER
EUGENE "GEDE" MOORE
BRIDGEVIEW OFFICE**

PREPARED BY AND WHEN RECORDED RETURN TO:
HEMLOCK FEDERAL BANK FOR SAVINGS
5700 WEST 159TH STREET
OAK FOREST, ILLINOIS 60452

[Space Above This Line For Recording Data]

MORTGAGE

THIS INDENTURE WITNESSETH: That the undersigned,
LEO S. WILCZEK AND ANN WILCZEK, HUSBAND AND WIFE

of the **CITY OF OAK LAWN** County of **COOK**, State of Illinois, hereby
Mortgage and Warrant to
HEMLOCK FEDERAL BANK FOR SAVINGS
a corporation organized and existing under the laws of the United States, hereinafter referred to as the Mortgagee, the
following real estate situated in the County of **COOK** in the State of Illinois, to wit:

**LOT 20 IN FRANK DELUGACH'S AUSTIN GARDENS, BEING 1/4
SUBDIVISION OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4
OF SECTION 17, TOWNSHIP 37 NORTH, RANGE 13 EAST OF THE
THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS**

Property Address: **OAK LAWN, IL 60453
10335 S. MAYFIELD**

P.I.N. **24-17-217-007**

68

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, in-a-door beds, awnings, stoves, water heaters, refrigerators, washing machines, clothes dryers and all other such appliances (all of which are declared to be a part of said real estate whether physically attached thereto or not) and all additions, parts, replacements or substitutes therefor, and also together with all easements and rights of way, and appurtenances thereto; all accounts, accounts receivable, security deposits or other writings evidencing a monetary obligation now or hereafter existing in favor of or owned by Mortgagor with respect to said property; all construction, marketing, management, servicing or other contracts relating to the use, operation, maintenance or repair of said property; all permits and licenses benefiting said property; all books and records, including all lease documents, relating to said property; all judgments or awards of damages or settlements related to and all proceeds of the conversion, voluntary or involuntary, of any of the foregoing into cash or liquidated claims; and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due under or by virtue of any lease or agreement for the use or occupancy of said property, or any part thereof, whether said lease or agreement is written or verbal and whether it is now or may be hereafter existing or which may be made by the Mortgagee under the power herein granted to it; being the intention hereof (a) to pledge said rents, issues and profits on a parity with said real estate and not secondarily and such pledge shall not be deemed merged in any foreclosure decree, and (b) to establish an absolute transfer and assignment to the Mortgagee of all such leases and agreements and all the avails thereunder.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive. As to any of the aforesaid property which does not so form a part of the real estate or does not constitute a fixture as defined in the Uniform Commercial Code of Illinois, this Mortgage is deemed to be a Security Agreement for the purpose of creating a continuing security interest in such property, which Mortgagor, as debtor, hereby grants to Mortgagee, as secured party. Mortgagor represents and warrants that it is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey said property and that said property is unencumbered, except encumbrances of record. Mortgagor warrants and will defend generally the title to said property and the rights and privileges accruing to Mortgagee on account of this Mortgage against all lawful claims and demands whatsoever. Upon payment of the obligation hereby secured, and performance of all obligations under this mortgage and the note secured by it, said note shall be marked paid and delivered to the maker of his assignee, together with this mortgage duly canceled and any other instrument or instruments necessary to clear the title to the property herein described on account of the indebtedness hereby secured and executed in due and legal form by the Mortgagee by its duly authorized officers and under its corporate seal. A reasonable fee shall be paid by the Mortgagors or their successors in interest for the cancellation and release.

TO SECURE:

(1) The payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee bearing even date herewith in the principal sum of **THREE HUNDRED THOUSAND AND 00/100**

Dollars (\$ **300,000.00**)

which note or obligation, together with interest thereon as provided by said note, is payable in monthly installments of

TWO THOUSAND NINE HUNDRED SEVENTY-SIX AND 24/100

Dollars (\$ **2,976.24**) or more on the first day of each month commencing with **MAY 1, 2000**

which payments are to be applied first to interest and the balance to principal, until the entire sum is paid;

(2) The performance of the other agreements in said note, which is hereby incorporated herein and made a part hereof, and which provides, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises;

(3) All disbursements by Mortgagee pursuant to this Mortgage, any future advances as hereinafter provided, and to secure the performance of Mortgagor's covenants and agreements herein contained.

A. THE MORTGAGOR COVENANTS:

1. To pay said indebtedness and the interest thereof as herein and in said Note provided, or according to any agreement extending the time of payment thereof, and to pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, insurance premiums, water charges, sewer service charges against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor and all such items extended against said property shall be conclusively deemed valid for the purposes of this requirement; (2) To keep the improvements

now or hereafter upon said premises insured against damage by fire, windstorm and such other hazards or liability as the Mortgagee may require to be insured against, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the period of redemption, for the full insurable value thereof, in such companies and in such form as shall be satisfactory to the Mortgagee; such insurance policies shall remain with the Mortgagee during said period or periods, and contain the usual clause making them payable to the Mortgagee and in the case of foreclosure sale payable to the owner of the Certificate of Sale, owner of any deficiency, any receiver or redemptioner, or any grantee in a Sheriff's Deed; and in case of loss under such policies, the Mortgagee is authorized to adjust, collect and compromise, in its discretion, all claims thereunder, and the Mortgagor agrees to sign, upon demand, all receipts, vouchers, and releases required of him to be signed by the insurance companies, and the Mortgagee is authorized in its discretion to apply the proceeds of any insurance claim to the indebtedness hereby secured, to a restoration of the property, or to the discharge of any obligation insured against, but monthly payments shall continue to be made by the Mortgagor until said indebtedness is paid in full; (3) Immediately after destruction or damage to commence and promptly complete the rebuilding or restoration of buildings and improvements now or hereafter on said premises, unless Mortgagee elects to apply on the indebtedness secured hereby the proceeds of any insurance covering such destruction or damage; (4) To keep said premises in good condition and repair, without waste, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; (5) Not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; (6) To comply with all requirements of law with respect to mortgaged premises and the use thereof; (7) Not to suffer or permit, without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations, additions, demolition, removal or sale of any improvements, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) a purchase on conditional sale, lease or agreements under which title is reserved in the vendor of any apparatus, fixtures or equipment to be placed in or upon any buildings or improvements on said property; (8) To complete within a reasonable time any buildings or improvements now or at any time in process of erection upon the said premises; (9) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorneys' fees incurred or paid by the Mortgagee in any proceeding in which it may be made a party defendant by reason of this mortgage.

2. That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payment to the principal indebtedness secured by this mortgage, to be repaid in the manner provided for in the said note.

B. THE MORTGAGOR FURTHER COVENANTS:

1. That in the case of failure to perform any of the covenants herein the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the said Mortgagee may also do any act it may deem necessary to protect the lien hereof; that he will repay upon demand any moneys paid or disbursed by Mortgagee for any of the above purposes and such moneys together with interest thereon at the stated rate as provided in the Note plus one percent (1%) shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; that the Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

2. That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date. All future advances shall be wholly at Mortgagee's option, provided that any future advances, exclusive of any and all disbursements by Mortgagee as set forth herein, shall not exceed two (2) times the original principal amount of the Note.

3. If this mortgage is on a condominium unit, Mortgagor shall perform all of Mortgagor's obligations under the Declaration of Condominium or Master Deed, the by-laws and regulations of the condominium project and constituent documents. Mortgagor shall not, without Mortgagee's prior written approval, consent to any termination of the condominium or any amendment to the declaration and by-laws governing the condominium.

4. That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control or in custody of any court, or if the Mortgagor abandon any of said property or in the event of the transfer of, or

agreement to transfer any right, title or interest in said property or any portion thereof, or if the Mortgagor fails to complete within a reasonable time, any building or buildings now or at any time in process of erection upon said premises, then and in any said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgage hereunder, to declare, without notice all sums secured hereby immediately due and payable, whether or not such default be remedied by the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor and to withdraw any credits in the name of the Mortgagor and to apply them toward the payment of said indebtedness, and the Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises en masse without offering the several parts separately.

5. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may, at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him and without regard to the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected may be applied before as well as after the Sheriff's sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued, and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate stipulated in note covered by this mortgage plus one percent (1%), which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, Mortgagee's fees, appraiser's fees, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fees, Sheriff's fees and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) of procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificates and similar data and assurance with respect to title as Mortgagee may reasonably deem necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall likewise be immediately due and payable by the Mortgagor in connection with (a) any proceeding, including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises, there first shall be paid out of the proceeds thereof all of the aforesaid items, then the entire indebtedness whether due and payable by the terms hereof or not and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obliged to see to the application of the purchase money.

6. In the case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken, and all condemnation money so received shall be forthwith applied by the Mortgagee as it may elect, to the immediate reduction of the indebtedness secured hereby, or to the repair and restoration of any property so damaged.

7. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same of any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine, and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor and the successors and assigns of the Mortgagee; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

8. That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor, and may forbear to sue or may extend the time for payment of the debt hereby secured without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured.

9. In the event of the sale by contract or sale originating from Articles of Agreement for Deed or transfer, or assignment of beneficial interest or any part thereof or conveyance of the title to said premises, or any part thereof by these Mortgagors, or their transferees, assignees or grantees at any time hereafter, without the prior written consent of the Mortgagee, or without the payment of a transfer fee in accordance with Mortgagee's regulations then in effect, the entire unpaid balance of principal and interest and advances if any, shall immediately become due and payable without notice at the option of the Mortgagee.

10. Mortgagee shall have the right in case of default, either before or after foreclosure sale, to enter upon and take exclusive possession of, manage, maintain and operate said premises, or any part thereof, make leases for terms deemed advantageous to it, terminate or modify existing or future leases, collect said avails, rents, issues and profits regardless of when earned and use such measures whether legal or equitable as it may deem proper to enforce collection thereof, employ renting agencies or other employees, alter or repair said premises, buy furnishings and equipment therefor when it deems necessary, purchase all kinds of insurance, and in general, exercise all powers ordinarily incident to absolute ownership, advance or borrow money necessary for any purpose herein stated to secure which a lien is hereby created on the mortgaged premises and on the income therefrom which lien is prior to the lien of any other indebtedness hereby secured, and out of the income retain reasonable compensation for itself, pay insurance premiums, taxes and assessments, and all expenses of every kind including attorneys' fees, incurred in the exercise of the powers herein given, and from time to time apply any balance of income not, in its sole discretion, needed for the aforesaid purposes, first on the interest and then on the principal of the indebtedness hereby secured, before or after any decree of foreclosure, and on the deficiency in the proceeds of sale, if any, whether there be a decree in personam therefor or not. Whenever all of the indebtedness secured hereby is paid, and the Mortgagee, in its sole discretion, feels there is no substantial uncorrected default in performance of the Mortgagor's agreements herein, the Mortgagee, on satisfactory evidence thereof, shall relinquish possession and pay to Mortgagor any surplus income in its hands. The possession of Mortgagee may continue until all indebtedness secured hereby is paid in full or until the delivery of a Sheriff's Deed pursuant to a decree foreclosing the lien hereof, but if no deed be issued then until the expiration of the statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which it might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases. The Mortgagee is hereby subrogated to the rights of all Mortgagees, lien holders, and owners paid off by the proceeds of the loan hereby secured.

11. Mortgagor hereby waives any and all rights of redemption for sale under any order or decree of foreclosure of this Mortgage, on its own behalf and on behalf of each and every person, except decree or judgment creditors of the Mortgagor, acquiring any interest in or title to said property subsequent to the date of this Mortgage.


12. Mortgagor will permit Mortgagee and its agents and designees, at all reasonable times and subject to the rights of any tenants, to enter on and inspect the property. Mortgagor agrees to pay, on demand, Mortgagee's then customary charge for such inspection.

13. Mortgagor, at its expense, will execute, acknowledge, deliver, record and file such instruments and take such actions as Mortgagee may reasonably request from time to time for the further assurance to Mortgagee of the property and rights now or hereafter subjected to the lien hereof or assigned hereunder or intended so to be.

IN WITNESS WHEREOF, we have hereunto set our hands this **28TH** day of **MARCH, 2000** A.D.



LEO S. WILCZEK (Seal)
- Borrower



ANN WILCZEK (Seal)
- Borrower

(Seal)
- Borrower

(Seal)
- Borrower

STATE OF ILLINOIS

COUNTY OF Cook

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I, *Carole A. Valela*
the State aforesaid, DO HEREBY CERTIFY that

Notary Public in and for said County, in

Leo P. Wilczak & Ann Wilczak, Husband & Wife

personally known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing Instrument, appeared before me this day in person and acknowledged that signed, sealed and delivered the said Instrument as free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and Notarial Seal this *28th* day of *March* *2000* A.D.

This document prepared by

Carole A. Valela

Notary Public



My commission expires _____

Property of Cook County Clerk's Office