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MORTGAGE

THIS MORTGAGE is made this
2nd day of November, 2004,
by ROBERT RADZISZEWSKI, a
married man of ~~6121 N. Northwest~~
~~Highway~~, Chicago, Illinois
("Mortgagor"), in favor of
KRZYSZTOF SLASKI and DONATA
SLASKI, his wife, of UL Jana
Czeczota 16, Warsaw,
Poland, as joint tenants
("Mortgagees").

**** 816 N. NOBLE
CHICAGO, IL 60622**



Doc#: 0435214098
Eugene "Gene" Moore Fee: \$36.00
Cook County Recorder of Deeds
Date: 12/17/2004 08:40 AM Pg: 1 of 7

For good and valuable consideration, and in consideration of the principal sum of \$225,000.00 named in the Promissory Note executed on this date in favor of Mortgagees, Mortgagor does hereby mortgage, grant and convey, to Mortgagees, their successors and assigns, all of the certain tract of land of which Mortgagors are now the legal owner, and in actual possession, situated in the County of Cook, State of Illinois, described as follows:

Legal Description:

LOT 3 IN BLOCK 90 IN FREDRICK H. BARTLETT'S 6TH ADDITION TO BARTLETT'S HIGHLANDS A SUBDIVISION IN THE NORTHWEST 1/4 OF SECTION 18, TOWNSHIP 38 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

Property Address: 6941 South Archer Avenue, Chicago, Illinois 60638

Permanent Index Number: 19-18-104-008-0000

Together with all improvements now and afterwards on the land and the fixtures attached thereto, together with all appurtenances belonging in and to said real estate, and the rents, issues, and profits, all the estate, right, title, interest and claims in law and in equity, owned by Mortgagor in and to the tract of land, and every part and parcel of it.

The properties covered in this Mortgage are conveyed to Mortgagees, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which rights and benefits Mortgagor does now release and waive.

12/17/04

GA

421555
TICOR TITLE INSURANCE

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This Mortgage is given to secure (a) the payment of \$225,000.00 together with interest on the unpaid principal balance remaining from time to time at the rate of seven percent (7.0%) per annum as provided in a Promissory Note dated November 2, 2004, which Promissory Note is incorporated by reference, the principal balance of said Promissory Note being payable in full on December 31, 2009; (b) the performance of the other agreements in the Promissory Note; © any future advances as here provided, and to secure the performance of Mortgagor's covenants and agreements as set forth in this Mortgage.

Provided always, that if Mortgagor shall pay to Mortgagees, their successors or assigns, the amount in the Promissory Note mentioned above, and shall perform, comply with, and abide by each and every stipulation, agreement, condition, and covenant of the Promissory Note and of this Mortgage, and shall pay all taxes that may accrue on the property and shall pay all costs and expenses that Mortgagees, their successors or assigns may be put to in collecting the Promissory Note, in the foreclosure of this Mortgage or otherwise, including reasonable attorneys' fees, then Mortgagees shall execute and deliver a release of the Mortgage to Mortgagor.

In consideration of the foregoing, Mortgagor covenant and agree that:

1. Payment of Note. Mortgagor shall pay the principal amount due under the terms of the Promissory Note and this Mortgage, or either, promptly on the days respectively the same severally become due.

2. Payment of Taxes and Other Liabilities. Mortgagor shall pay the real estate taxes, special and other assessments, levies, obligations, and encumbrances of every nature on the described real estate, and if the same are not promptly paid, Mortgagees, their successors or assigns may at any time pay the same without waiving or affecting the option to foreclose or any right under this Mortgage and every payment so made shall bear interest from the date of the Mortgage at the rate of seven percent (7.0%) per year.

3. Payment of Fees and Costs Due to Breach of Covenants in Promissory Note. Mortgagor shall pay all the costs, charges, and expenses, including attorneys' fees, reasonably incurred or paid at any time by Mortgagees, their successors, legal representatives, or assigns, because of failure by Mortgagor to

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perform, comply with, and abide by each and every stipulation, agreement, condition and covenant of the Promissory Note and this Mortgage, or either, and every such payment shall bear interest from date at the rate of seven (7.0%) percent per year.

4. Insurance. Mortgagor shall keep the buildings now or afterwards on the land insured in a sum equal to the highest insurable value, both fire and extended coverage, in a company or companies to be approved by Mortgagees, with standard and customary mortgagee loss-payable clause endorsed on it, making such loss payable to Mortgagees, their successors, legal representatives, or assigns; and in the event Mortgagor fails to obtain such insurance, then Mortgagees may obtain such insurance and hold it as above provided, without waiving or affecting the option to foreclosure or any right under this Mortgage, and the Mortgagor will repay to the Mortgagees on demand all premiums so paid by mortgagees, with interest at the rate of seven (7.0%) percent per year from the time of payment by Mortgagees; all premiums shall be secured by this Mortgage and shall be collectible in the same manner as the principal indebtedness; and should the Mortgagees by reason of the insurance receive any sum of money for damage, that amount may be retained and applied by Mortgagees toward payment of the debt secured by the Mortgage, or it may be paid over either wholly or in part to the Mortgagor for the repair of the buildings or for the erection of new buildings in their place, or for any other purpose or purposes satisfactory to the Mortgagees; and if the Mortgagees receive and retain insurance money for damage to the buildings, the lien of the Mortgage shall be affected only by a reduction by the amount of the insurance money so retained by the Mortgagees.

5. Alterations. Mortgagor shall neither permit nor cause the removal, alteration, or demolition, without the consent of the Mortgagees, of any building on the premises; all buildings now or later situated on the premises shall be maintained by the Mortgagor in good and substantial repair, and Mortgagor shall not permit, commit, nor cause waste, impairment, or deterioration of the property, or any part of it, except reasonable wear and tear.

6. Compliance with Promissory Note. Mortgagor shall perform, comply with, and abide by each of the stipulations, agreements, conditions, and covenants in the Promissory Note.

7. Receiver. Mortgagees may, at any time pending a suit to foreclose this Mortgage, apply to the court for the appointment of a receiver, and the court shall then appoint a receiver of the premises, including all income, profits, issues, and revenues from whatever source derived, each and every one of which, it is

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expressly understood, is hereby mortgaged, as if specifically set forth and described. The receiver's appointment shall be made as a matter of absolute right to Mortgagees, and without reference to the adequacy or inadequacy of the value of the property mortgaged or to the solvency or insolvency of Mortgagor or the defendants. Rents, profits, income, issues and revenues shall be applied by the receiver according to the lien of this Mortgage and the practice of the court. In the event of any default on the part of Mortgagor, Mortgagor agrees to pay to Mortgagees on demand as a reasonable monthly rental for the premises in an amount at least equivalent to one-twelfth of the aggregate of the twelve monthly installments then payable in the current year plus the actual amount of the annual taxes, assessments, water rates, and insurance premiums for that year not covered by the monthly payments.

8. Acceleration Due to Default in Payments. If any of the sums of money are not promptly paid within ten (10) days after becoming due and payable, or if each of the stipulations, agreements, conditions, and covenants of the Promissory Note and this Mortgage or either, are not fully performed, complied with, and abided by, the aggregate sum mentioned in the Promissory Note shall become due and payable immediately or later at the option of Mortgagees, their successors, legal representatives, or assigns, as fully and completely as if the aggregate sum were originally stipulated to be paid on that day, despite anything in the Promissory Note or therein to the contrary.

9. Notices. Mailing a written notice or demand addressed to the owner of record of the mortgaged premises or to the owner at the last address actually furnished to Mortgagees, or if none, directed to the owner at the mortgaged premises, and mailed by the United States mail, postage prepaid, shall be sufficient notice and demand in any case arising under this instrument and required by the provisions of this Mortgage or by law.

10. Other Grounds for Default. The whole of the principal amount and interest shall become due at the option of the Mortgagees, under any of the following conditions: after default in the payment of any principal or interest, or any installment, as provided in the Promissory Note for ten (10) days after notice thereof by Mortgagees; after default in the payment of any tax, assessments, water charges, sewer service charge, or other governmental or other charge or rate levied or charge against the mortgaged premises, for thirty (30) days after notice and demand from the Mortgagees; after default subsequent to notice and demand from the Mortgagees either in assigning and delivering the insurance policies insuring the building against loss, or in reimbursing the Mortgagees for premiums paid on the insurance, as above provided; for thirty (30) days after notice thereof by

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Mortgagee or upon the conveyance, mortgage or transfer of any interest in the mortgaged premises without the prior written consent of the Mortgagees.

11. Warranty of Title. The Mortgagor warrants title to the premises and covenants to the Mortgagees that the Mortgagor is the true and lawful owner of the premises and has good and right and full power to grant and mortgage the same, and that the premises are free and clear of all encumbrances, except only restrictions and easements of record, taxes and assessments not yet due or delinquent, and such other matters as are indicated following the legal description of the premises expressly set forth; and Mortgagor further covenants that Mortgagor will warrant and defend Mortgagees against all lawful claims of all persons except as above provided.

12. Foreclosure Sale. In case of a foreclosure sale, the premises, or so much as may be affected by this Mortgage, may be sold in one parcel.

13. Assignment of Rents. The Mortgagor hereby assigns to the Mortgagees the rents, issues, and profits of the premises as further security for the payment of the obligations secured by this Mortgage, and grants to the Mortgagees the right to enter on the premises for the purpose of collecting the payments, and to rent the premises or any part of them, and to apply the moneys received from the rental, after payment of all necessary charges and expenses, to the obligation secured by this Mortgage, on default under any of the covenants, conditions, or agreements contained in this Mortgage. The Mortgagor further promises and agrees, in the event of any such default, to pay the Mortgagees, or to any receiver appointed to collect the rents, issues, and profits of the premises, a fair and reasonable occupational rent for the use and occupation of the premises or of such part as may be in the possession of the Mortgagor; and on default in payment of the rental, to vacate and surrender possession of the premises, or that portion occupied by the Mortgagor, to the Mortgagees or the receiver.

14. Payment of Fees and Costs. In the event any action or proceeding is commenced (except an action to foreclose this Mortgage or to collect the obligation secured by it) in which it becomes necessary to defend or assert the lien of this Mortgage, whether or not the Mortgagees are made or become a party to such action or proceeding, all expenses of the Mortgagees incurred in any action or proceeding to prosecute or defend the rights and lien created by this Mortgage, including reasonable counsel fees, shall be paid by the Mortgagor, and if not so paid promptly on request, shall be added to the debt secured and become a lien on the mortgaged premises, and shall be deemed to be fully secured by this Mortgage and to be prior and paramount to any right, title, or interest, or claim to or on the premises accruing or

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attaching subsequent to the lien of this Mortgage, and shall bear interest at the rate provided for the obligation secured. This covenant shall not govern or affect any action or proceeding to foreclose this Mortgage or to recover or to collect the debt secured by it, while action or proceeding shall be governed by the provisions of law and rules of court respecting the recovery of costs, disbursements, and allowances in foreclosure actions.

15. Condemnation. If all or any part of the mortgaged premises shall be condemned and taken under the power of eminent domain, the amount awarded for any taking of said portion or all of the mortgaged premises shall be paid to the Mortgagees, to the amount then unpaid on the indebtedness secured by this Mortgage, without regard to whether or not the balance remaining unpaid on the indebtedness may then be due and payable; and the amount so paid shall be credited against the indebtedness and, if insufficient to pay the entire amount, may, at the option of the holder, be applied to the last maturing installments, and the balance of damages and awards, if any, shall be paid to the Mortgagor. The holder of this Mortgage is given full power, right, and authority to receive and receipt for any and all damages and awards.

16. Bankruptcy; Assignment for Benefit of Creditors. If the Mortgagor or any obligor on the Promissory Note: (1) files a voluntary petition in bankruptcy under the Bankruptcy Code of the United States; or (2) is adjudicated a bankrupt under that act; or (3) is the subject of a petition filed in federal or state court for the appointment of a trustee or receiver in bankruptcy, or insolvency; or (4) makes a general assignment for the benefit of creditors, and on any occurrence to any of the conditions, at the option of the Mortgagees, the entire balance of the principal amount secured, together with all accrued interest, shall immediately become due and payable.

17. Compliance With All Laws. Mortgagor shall comply with all statutes, ordinances, and governmental requirements affecting the mortgaged premises, and if Mortgagor neglects, or refuses to so comply and such failure or refusal continues for a period of 30 days after notice thereof by Mortgagees to Mortgagor, the entire balance of the principal amount secured by the Mortgage, together with all accrued interest, will immediately become due and payable.

18. Homestead. This is not homestead property.

IN WITNESS WHEREOF, the Mortgagor have executed this Mortgage this 2nd day of November, 2004.

Mortgagor:

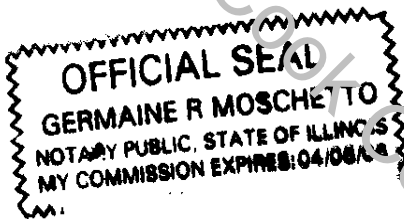

ROBERT RADZISZEWSKI

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STATE OF ILLINOIS)
) SS
 COUNTY OF COOK)

ACKNOWLEDGMENT

I, *Germaine R Mosche*, a notary public in and for the State and County aforesaid, certify that ROBERT RADZISZEWSKI, a married man, is personally known to me to be the individual who is the Mortgagor in the foregoing Mortgage, appeared before me in person on this date and acknowledged that they executed said Mortgage as their free and voluntary act, including the waiver of homestead rights, for the uses and purposes set forth therein.



[Signature]

 NOTARY PUBLIC

THIS INSTRUMENT WAS PREPARED BY:
 ROBERT W. EARHART, JR.
 7330 W. COLLEGE DRIVE, SUITE 102
 PALOS HEIGHTS, IL 60463

MAIL TO:
 ROBERT W. EARHART, JR.
 7330 W. COLLEGE DRIVE, SUITE 102
 PALOS HEIGHTS, IL 60463