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After recording, please return this instrument to:

Action Bail Bonds, Inc.
1133 SE 3rd Avenue,
Ft. Lauderdale, FL 33316
(954)467-8888

Recorder's Use Only



Doc#: 0532015156 Fee: \$28.50
Eugene "Gene" Moore RHSP Fee:\$10.00
Cook County Recorder of Deeds
Date: 11/16/2005 02:30 PM Pg: 1 of 3

MORTGAGE AGREEMENT

(Contingency Mortgage)

KNOW ALL MEN BY THESE PRESENTS, That at the request of

MALGORZATA KAPOLKA, Unmarried women

(the undersigned, hereinafter referred to as "Mortgagors"), and upon the security hereof, **LEXINGTON NATIONAL, and Action Bail Bonds, Inc.**, all Florida Corporations, whose mailing address is **PO BOX 15707, ST. PETERSBURG, FL 33733**, herein referred to as Surety, has arranged, executed or continued an appearance bond for **KRZZYSZTOF KROLIKOWSKI** (Defendant/Principal).

Said bond is in the sum of **\$10,000.00 US Dollar**.

WITNESSETH, That for ten dollars and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the undersigned (jointly and severally, if more than one), absolutely and unconditionally covenant, promise, undertake, agree and bind themselves, their representative, successors, heirs and assigns as follows:

1. The undersigned shall have the Principal/Defendant forthcoming before the Court named in said bond, or in the event of a bindover, the Court to which bound, at the time therein fixed, or as provided by law, and from day to day and term to term thereafter, as may be ordered by such Court.
2. The undersigned shall at all times indemnify and hold harmless the Surety from and against every loss, cost and expense which the Surety shall or may for any cause at any time directly or indirectly sustain or incur by reason or in consequence of the execution or continuation of said bond and every bond executed in substitution for said bond, with or without the consent of the undersigned. This indemnity shall include (but not be limited to) bond estreatures and forfeitures, judgments, court costs, sheriff's fees, attorney fees and appellate attorney fees, investigation expenses and costs, suit orders and adjudications, recording and filing fees, reward offerings, and incidental expenses incurred in Principal(s) apprehension and return to proper custody. The undersigned shall place the Surety in funds to meet every such loss, cost and expense before the Surety is required to pay the same. This Mortgage is given as security for the Surety in the event it becomes obligated to advance funds in the future as a result of having undertaken the above described bond obligation. It is the intention of the undersigned to allow a present and continuing lien on or interest in the herein described property in the amount of bond first mentioned above plus a sum equal to an additional 25% thereof until the above obligation is terminated and cancelled.
3. The undersigned guarantees the payment of every premium on the bonds described above promptly when due without first requiring the Surety to proceed against the Principal.
4. To secure the payment and performance of every obligation described herein, the undersigned hereby grant, convey and mortgage to the Surety, all of the following described real property, to wit:

APN: 19-15-303-057

Fka: 6207 S KNOX AVE UNIT K, CHICAGO, IL 60629

Legal: SEE ATTACHED EXHIBIT "A"

This Mortgage Agreement together with the Promissory Note and Indemnity Agreement of even date herewith are intended to secure a bail bond executed in the matter of **US Immigration and Naturalization Service vs KRZZYSZTOF KROLIKOWSKI**, Case Id#: **A-078677037**.

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5. The undersigned fully warrant fee simple title to said property, and shall pay the obligations of every nature thereon promptly when due, and shall defend the same against the claims and demands of all persons. The undersigned shall insure said property in form and amount satisfactory to the Surety with a loss payable clause in favor of the Surety.
6. If any sum referred to herein remains unpaid ten (10) days after the same is due, such payment shall be considered in default and bear interest at the highest rate allowed by law. The Surety may then foreclose this agreement, notwithstanding any exemption which may be available by law, and shall be entitled to recover forthwith any deficiency which may occur.
7. The undersigned waive all notices and demands and shall pay all costs of collection incurred by the Surety in connection herewith, whether suit be brought or not, including attorney fees, appellate attorney fees and collection agency fees. The acquiescence of the Surety in any default by the undersigned shall not constitute a waiver of such default.
8. The term "Surety" shall include the Surety Company on the bonds referred to herein and their agents, co-sureties, re-insurers, successors and assigns. The rights given to the Surety herein shall be in addition to any rights which the Surety may have under separate agreements of applicable law.

IN WITNESS WHEREOF, and intending to be legally bound hereby, Mortgagor(s) has executed these presents on this 19th day of October, 2005

[Handwritten Signature]

Signature of Trustor
MALGORZATA KAPOLKA
6207 S KNOX AVE, CHICAGO, IL 60629

Signature of Trustor

Signature of Trustor

Signature of Trustor

State of **Illinois**
COUNTY OF **COOK**

On this 19th day of **October, 2005** before me, the undersigned officer, personally appeared **MALGORZATA KAPOLKA**, known to me or who has produced *M. Kapolka* as identification and whose name is subscribed to the within Mortgage and who acknowledged to me that *she* executed the same.

In Witness Whereof, I hereunto set my hand and official seal.

SEAL

Christine Krzak
Notary Public
State of **Illinois**
County of *Cook*



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EXHIBIT "A"

PROPERTY DESCRIPTION

The land referred to in this Commitment is described as follows:

PARCEL 1: THE NORTH 42.00 FEET OF THE SOUTH 54.00 FEET (EXCEPT THE WEST 94.59 FEET THEREOF) OF THE SOUTH 130.33 FEET OF THE NORTH 195.50 FEET OF THAT PART (EXCEPT THE EAST 183 FEET THEREOF AND EXCEPT THE NORTH 1975.71 FEET THEREOF) OF THE WEST HALF OF THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 38 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING EAST OF A LINE DRAWN FROM A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER 300.82 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER TO A POINT ON THE SOUTH LINE OF SAID SOUTHWEST QUARTER 299.94 FEET WEST OF THE EAST LINE OF SAID WEST HALF OF THE SOUTHWEST QUARTER, ALL IN COOK COUNTY, ILLINOIS.

PARCEL 2: NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER THE COMMON AREA AS DESIGNATED ON THE PLAT OF SURVEY AND GRANTED IN THE DECLARATION OF PARTY WALL RIGHTS, COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR MIDWAY MANOR TOWNHOME ASSOCIATION RECORDED AS DOCUMENT 95852330.

COMMONLY KNOWN AS: 6207 SOUTH KNOX, UNIT K, CHICAGO, IL 60629

PIN: 19-15-303-057-0000

County Clerk's Office