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MORTGAGE (ILLINOIS) *2/2*



Doc#: 0605405134 Fee: \$34.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 02/23/2006 10:54 AM Pg: 1 of 6

THIS INDENTURE, made this 25th day of January, 2006, by and between **LUXUS HOMES DEVELOPMENT LLC** of Cook County, Illinois, herein referred to as "Mortgagors," and **WALDEMAR WYSZYNSKI**, of Chicago, Cook County, Illinois, herein referred to as the "Mortgagee," and witnesseth:

2/6/339
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the Note dated this 25th day of January, 2006, in the principal sum of **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00)**, payable to the order of and delivered to the Mortgagee, in and by which the Mortgagors promise to pay the said principal sum and interest at the rate and in installments as provided in said note, with a final payment of the balance due on , and all of said principal and interest are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absence of such appointment, then at the office of the Mortgagee in care of Waldemar wyszynski, at the following address: 15 N. Northwest Hwy., Park Ridge, IL 60068.

NOW, THEREFORE, the Mortgagors, to secure the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this mortgage, and the performance of the covenants and agreements herein contained, by the Mortgagors to perform, and also in consideration of the sum of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents **CONVEY AND WARRANT** unto the Mortgagee, and the Mortgagee's successors and assigns, the following described Real Estate and all of their estate, right, title and interest therein, situate, lying and being in the City of Chicago, County of Cook, and State of Illinois, to wit:

LEGAL: **LOT 5 IN LUXUS HOMES 3RD SUBDIVISION, BEING A RESUBDIVISION IN THE NORTHWEST ¼ OF SECTION 7, TOWNSHIP 41 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 2005 AS DOCUMENT NUMBER 0518103065, IN COOK COUNTY, ILLINOIS.**

PIN: 09-07-101-077 AND 09-07-101-079 (underlying PIN)
ADDRESS: 314 Berkshire, Des Plaines, IL 60016

which, with the property herein described is, referred to herein as the "premises,"

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TOGETHER with all improvements, tenements, easements, fixtures, and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and on a parity with said real estate and not secondarily) and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and windows, floor coverings, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed in the premises by Mortgagors or their successors or assigns shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, and the Mortgagee's successors and assigns, forever, for the purposes, and upon the uses herein set forth, free from all rights and benefits under and by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagors do hereby expressly release and waive.

This mortgage consists of 6 pages. The covenants, conditions and provisions appearing on pages 3 thru 6, inclusive, are incorporated herein by reference and are a part hereof and shall be binding on Mortgagors, their heirs, successors and assigns.

Witness the hand and seal of Mortgagors the day and year first above written.

Luxus Homes Development LLC

 (Seal)
By Andrew Budys, its member

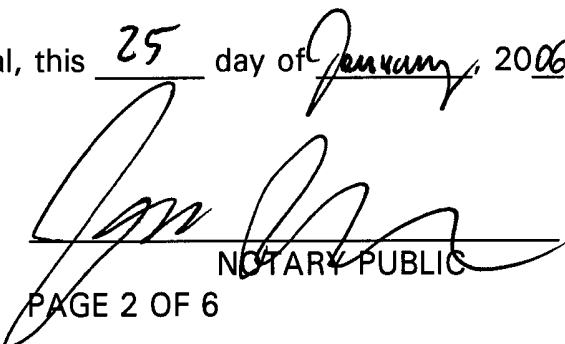
_____ (Seal)

State of Illinois)
County of Cook)

I, the undersigned, a Notary Public in and for said County in the State aforesaid, **DO HEREBY CERTIFY** that Andrew Budys, member of Luxus Homes Development, LLC, the above signed persons, 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 he/she/they signed, sealed and delivered the said instrument as his/her/their 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 official seal, this 25 day of January, 2006.




NOTARY PUBLIC
PAGE 2 OF 6

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THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2 OF THE MORTGAGE DATED THIS 25th DAY OF January, 2006, ARE AS FOLLOWS:

(1) Mortgages shall (1) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (2) keep said premises in good condition and repair, without waste, and free from mechanic's or other liens or claims for lien not expressly subordinated to the lien thereof; (3) pay when due any indebtedness which may be secured by a lien or charge on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee; (4) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (5) comply with all requirements of law or municipal ordinances with respect and the use thereof; (6) make no material alternations in said premises except as required by law or municipal ordinance.

(2) Mortgagors shall pay before any penalty attaches all general taxes, and shall pay special taxes, special assessments, water charges, sewer service charges, and other charges against the premises when due, and shall, upon written request, furnish to the Mortgagee duplicate receipts thereof. To prevent default hereunder Mortgagors shall pay in full under protest, in manner provided by statute, any tax or assessment which Mortgagors may desire to contest.

(3) **LOAN CHARGES.** If the loan secured by this Mortgage 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; (b) any sums already collected from Mortgagor which exceeded permitted limits will be refunded to Mortgagor. Mortgagee may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Mortgagor.

In the event of the enactment after this date of any law of Illinois deducting from the value of land for the purpose of taxation any lien thereof, or imposing upon the Mortgagee the payment of the whole or any part of the taxes or assessments or charges or liens herein required to be paid by Mortgagors, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagees interest in the property, or the manner of collection of taxes, so as to affect this mortgage, shall pay such taxes or assessments or reimburse the Mortgagee therefor; provided, however, that in the opinion of council for the Mortgagee (a) it might be unlawful to require such Mortgagors to make such payment or (b) the making of such payment might result in the imposition of interest beyond the maximum amount permitted by law, then and in such event, the Mortgagee may elect, by notice in writing given, to the Mortgagors, to declare all of the indebtedness secured hereby to be and become due and payable sixty (60) days from the giving of such notice.

(4) If, by the law of The United States of America or of any state having jurisdiction in the premises, any tax is due or becomes due in respect of the issuance of the note hereby secured, the Mortgagors covenant and agree to pay such tax in the manner required by any such law. The Mortgagors further covenant to hold harmless and agree to indemnify the Mortgagee, and the Mortgagee's successors or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.

(5) At such time as the Mortgagors are not in default either under the terms of the note secured hereby or under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagors shall have such privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.

(6) **INSURANCE.** Mortgagor 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 for which Mortgagee requires insurance. This insurance shall be maintained in the amounts and for the periods that Mortgagee requires. The insurance carrier providing the insurance shall be chosen by Mortgagor subject to Mortgagee's approval which shall not be unreasonably withheld.

All insurance policies and renewals shall be acceptable to Mortgagee and shall include a standard Mortgage clause. Mortgagee shall have the right to hold the policies and renewals. If Mortgagee requires, Mortgagor shall promptly give to Mortgagee all receipts of paid premiums and renewal notices. In the event of loss, Mortgagor shall give prompt notice to the insurance carrier and Mortgagee. Mortgagee may make proof of loss if not made promptly by Mortgagor.

Unless Mortgagee and Mortgagor 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 Mortgagee's security is not lessened.

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If the restoration and repair is not economically reasonable Mortgagee's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Mortgage, whether or not then due, with any excess paid to Mortgagor. If Mortgagor abandons the Property, or does not answer within 30 days of notice from Mortgagee that the insurance carrier has offered to settle a claim, the Mortgagee may collect the insurance proceeds. Mortgagee may use the proceeds to repair or restore the Property or to pay sums secured by this Mortgage, whether or not then due. The 30-day period will begin when the notice is given.

Unless Mortgagee and Mortgagor 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 19 the Property is acquired by Mortgagee, Mortgagee's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Mortgagee to the extent of the sums secured by this Mortgage immediately prior to the acquisition.

(7) In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form or manner deemed expedient, and may, but need not, make full or partial payments of principal or interests on prior encumbrances, if any, and purchase, discharge, compromise or settle any tax lien or other prior lien or title or claim thereof, or redeem from any tax sale or forfeiture affecting said premises or contest any tax or assessment. All moneys paid for any of the purposes herein authorized and all expenses paid or incurred in connection therewith, including attorney's fees, and any other moneys advanced by Mortgagee to protect the mortgaged premises and the lien hereof, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and interest thereon at the highest rate now permitted by Illinois law. Inaction of Mortgagee shall never be considered as a waiver of any right accruing to the Mortgagee on account of any default hereunder on the part of the Mortgagors.

(8) The Mortgagee making any payment hereby authorized relating to taxes or assessments, may do so according to any bill, statement or estimate procured from the appropriate public office without inquiry into the accuracy of such bill, statement or estimate or into the validity of any tax, assessment, sale, forfeiture, tax lien or title or claim thereof.

(9) Mortgagors shall pay each item of indebtedness herein mentioned, both principal and interest, when due according to the terms hereof. At the opinion of the Mortgagee and without notice of the Mortgagors, all unpaid indebtedness secured by this Mortgagee shall, notwithstanding anything in the note or in this mortgage to the contrary, become due and payable (a) immediately in the case of default of making payment of any installment of principal or interest on the note, or (b) when default shall occur and continue for three days in the performance of any other agreement of the Mortgagors herein contained.

Unless applicable law provides otherwise, all payments received by Mortgagee shall be applied: First, to late charges due under the Note; second, to prepayment charges due under the Note; third, to interest due; and last, to principal due.

(10) **ACCELERATION; REMEDIES.** Mortgagee shall give notice to Mortgagor prior to acceleration following Mortgagor's breach of any covenant or agreement in this Mortgage. 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 notice is given to Mortgagor, 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 Mortgage foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Mortgagor of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the nonexistence of a default or any other defense of Mortgagor to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Mortgagee at its option may require immediate payment in full of all sums secured by this Mortgage without further demand and may foreclose this Mortgage by judicial proceeding. Mortgagee shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph including, but limited to, reasonable attorneys' fees and costs of title evidence.

When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Mortgagee shall have the right to foreclose the lien hereof. In any suit to foreclose the lien hereof, there shall be allowed and included as additional indebtedness in the decree for sales all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorney's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers charges, publication cost and costs (which may be estimated as to items to be expended after entry of the decree) of procuring all such abstracts of title, title searches and examination, title insurance policies, Torrens certificates, and similar data and assurances with respect to title of Mortgagee may deem to be reasonably necessary

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either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such degree to true condition of the title to or the value of the premises. All expenditures and expenses of the nature in this paragraph mentioned shall become so much additional indebtedness secured hereby and immediately do and payable with interest thereon at the highest rate now permitted by Illinois law when paid or incurred by Mortgagee in connection with (a) any proceeding, including probate and bankruptcy proceedings to which the Mortgagee shall be a party, either as plaintiff, claimant or defendant, by reason of this mortgage or any indebtedness hereby secured; or (b) preparations for any commencement of any suit for the foreclosure hereof after accrual of such right to foreclosure whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might effect the premises or the security hereof.

Extension of the time for payment or modification of amortization of the sums secured by this Mortgage granted by Mortgagee to any successor in interest of Mortgagor shall not operate to release the liability of the original Mortgagor or Mortgagors successors in interest. Mortgagee shall not be required to commence proceedings against any successor in interest or refuse to extend for payment or otherwise modify amortization of the sums secured by this Mortgage by reason of any demand made by the original Mortgagor or Mortgagor's successors in interest. Any forbearance by Mortgagee in exercising any right or remedy shall not waiver of or preclude the exercise of any right or remedy.

(11) The proceeds of any foreclosure sale of the premises shall be distributed and applied in the following order of priority: First, on account of all costs and expenses incident to the foreclosure proceedings, including all such items as are mentioned in the proceedings paragraph hereof; second, all other items which under the terms hereof constitute secured indebtedness additional to that evidenced by the note, with interest thereon as herein provided; third, all principal and interest remaining unpaid on the note; fourth, any overplus to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

(12) Upon or at any time after the filing of a complaint to foreclosure this mortgage the court in which such complaint is filed may appoint a receiver of said premises. Such appointment may be made either before or after sale, without notice without regard to the solvency or insolvency of mortgagors at the time for application for such receiver and with out regard to the then value of the premises or whether the same shall then be occupied as a homestead or not, and the Mortgagee may be appointed as such a receiver. Such receiver shall have power to collect the rents, issues and profits of said premises during the pendency of foreclosure suit and, in case of a sale and a defiance, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagors, except for the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary or are usual in such cases for the protection, possession, control, management and operation of the premises during or in part of: (1) The indebtedness secured hereby, or by and decree foreclosing this mortgage, or any tax, special assessment or other lien which may be or become superior to the lien hereof or of such decree, provided such application is made prior to foreclosure sale; (2) the defiance in case of a sale and defiance.

(13) No action for the enforcement of the lien or of any provision hereof shall be subject to any defense which would not be good and available to the party interposing same in action at law upon the note hereby secured.

(14) No Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

(15) **TAX AND INSURANCE ESCROW.** In addition to the monthly payments herein provided, Mortgagor shall deposit with Mortgagee an amount equal to one-twelfth (1/12) of the total real estate taxes and insurance premiums for the previous 12 month period which shall be held by Mortgagee in a non-interest bearing account for Mortgagor's benefit and for payment of all real estate taxes and hazard insurance premiums required on the property. Said payments shall be made monthly and the amount held by Mortgagee shall be sufficient to pay the full amounts when due.

(16) If the payment of said indebtedness or any part thereof be extended or varied or if any part of the security be released, all persons now or at any time hereafter liable therefor, or interested in said premises, shall be held to assent to such extension, variation or release, and their liability and the lien and all provisions hereof shall continue in full force, the right of recourse against all such persons being expressly reserved by the Mortgagee, notwithstanding such extension, variation or release.

(17) Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby and payment of a reasonable fee to Mortgagee for the execution of such release.

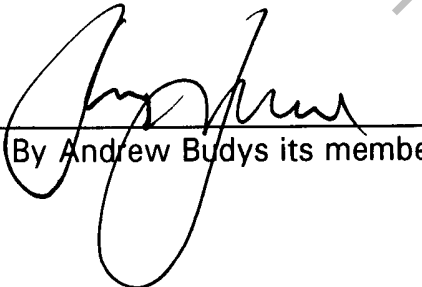
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(18) This mortgage and all provisions hereof, shall extend and be binding upon Mortgagors and all persons claiming under or through Mortgagors, and the word "Mortgagors" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the mortgage named herein and the holder or holders, from time to time, of the note secured hereby.

(19) If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Mortgagor is sold or transferred and Mortgagor is not a natural person) without Mortgagees prior written consent, Mortgagee may, at its option, require immediate payment in full of all sums secured by this Mortgage. However, this option shall not be exercised by Mortgagee if exercise is prohibited by Federal Law as of the date of this Mortgage.

(20) NOTICES. Any notice to Mortgagor provided for in this Mortgage shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the property address or any other address Mortgagor designates by notice to Mortgagee. Any notice to Mortgagee shall be given by first class mail to Mortgagee's address stated herein or any other address Mortgagee designates by notice to Mortgagor. Any notice provided for in this Mortgage shall be deemed to have been given to Mortgagor or Mortgagee when given as provided in this paragraph.

Luxus Homes Development LLC

 (Seal) _____ (Seal)
By Andrew Budys its member

This instrument was prepared by:

Waldemar Wyszynski, Attorney at Law,
15 N. Northwest Hwy., Park Ridge, IL
60068

Mail this instrument to:

Waldemar Wyszynski, Attorney at Law,
15 N. Northwest Hwy., Park Ridge, IL
60068