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MORTGAGE

Doc#: 0711344043 Fee: \$30.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 04/23/2007 11:58 AM Pg: 1 of 4

THIS MORTGAGE AND ASSIGNMENT OF RENTS, made this 1st day of **March, 2007**, between **Ronald J. Podgorski and Linda Podgorski**, ("Mortgagor") and **Ronald Podgorski**, ("Mortgagee").

WITNESSETH:

THAT, WHEREAS, the Mortgagor is justly indebted to the legal holders of the Promissory Note hereinafter described, said legal holder or holders being herein referred to as "Holders of the Note, or Note Holders" in the principal sum of **ONE HUNDRED FORTY NINE THOUSAND ONE HUNDRED THIRTEEN AND 58/100 DOLLARS (\$149,113.58)**, evidenced by one certain Secured Promissory Note of the Mortgagor of even date herewith made payable to the order of **Ronald Podgorski**, and delivered, in and by which said Note the Mortgagor promises to pay the said principal sum and interest from the above date on the balance of principal remaining from time to time unpaid, at the rate of **6%** per annum, payable on **March 1, 2007**. All payments on account of the indebtedness evidenced by this note shall be first applied to interest on the unpaid balance of the principal amount of this note and the remainder to principal.

NOW, THEREFORE, the Mortgagor is to secure (a) the payment of the said principal sum of money and said interest in accordance with the terms, provisions and limitations of this Mortgage, (b) the performance of the covenants and agreements herein contained, by the Mortgagor to be performed, and any extensions, renewals or modifications thereof, so by these presents CONVEY and WARRANT unto the Mortgagee, its successors and assigns, the following described real estate and all of their estate, right, title and interest therein, situate, lying, and being in the **County of Cook, State of Illinois**, as legally described on attached "Exhibit A", which, with the property hereinafter described is referred to herein as the "Premises":

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 Mortgagor may be entitled thereto.

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

IT IS FURTHER UNDERSTOOD AND AGREED THAT:

1. This Mortgage is given to secure the payment of the promissory note previously described.
2. Mortgagor shall (a) promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed; (b) 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 hereof; (c) pay when due any indebtedness which may be secured by a lien or charge

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on the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to Mortgagee or to Holders of the Note; (d) complete within a reasonable time any building or buildings now or at any time in process of erection upon said premises; (e) comply with all requirements of law or municipal ordinances with respect to the premises and the use thereof; (f) make no material alterations in said premises except as required by law or municipal ordinance.

3. Mortgagor 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 or to Holders of the Note duplicate receipts therefor. To prevent default hereunder, Mortgagor shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagor may desire to contest.

4. The Mortgagor shall insure or cause to be insured and keep or cause to be kept insured all of the building and improvements now or hereafter constructed or erected upon the premises and each and every part and parcel thereof, against such perils and hazards as the Mortgagee or Holder of the Note may from time to time require, and in any event including: (a) insurance against loss by fire, risks covered by the so-called extended coverage endorsement, and other risks as the Mortgagee or Holders of the Note may reasonably require, containing a replacement cost endorsement, in an amount equal to the greater of (i) the full insurable value of the premises, (ii) the indebtedness hereby secured, (b) public liability insurance against bodily injury and property damage with such limits as the Mortgagee or Holder of the Note may require.

5. In case of default herein, Mortgagee or the Holders of the Note may, but need not, make any payment or perform any act hereinbefore required of Mortgagors in any form and manner deemed expedient, and may, but need not, make full or partial payments of principal or interest 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 attorneys' fees, and any other monies advanced by Mortgagee or the Holders of the Note to protect the mortgaged premises and the lien hereof, plus reasonable compensation to Mortgagee for each matter concerning which action herein authorized may be taken, shall be so much additional indebtedness secured hereby and shall become immediately due and payable without notice and with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this Mortgage. Inaction of the Mortgagee or Holders of the Note shall never be considered as a waiver of any right accruing to them on account of any default hereunder on the part of Mortgagor.

6. The Mortgagee or Holders of the Note hereby secured 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 of claim thereof.

7. When the indebtedness hereby secured shall become due whether by acceleration or otherwise, Holders of the Note of 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 sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee or Holders of the Note for attorneys' fees, Mortgagee's fees, appraiser's fees, outlays for documentary and expert evidence, stenographers' charges, publication costs 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 examinations, title insurance policies, Torrens certificates, and similar data and assurances with respect to title as Mortgagee or Holders of the Note may deem to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale which may be had pursuant to such decree the 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 due and payable, with interest thereon at a rate equivalent to the post maturity rate set forth in the note securing this Mortgage, when paid or incurred by Mortgagee or Holders of the Note in connection with (a) any proceeding, including probate and bankruptcy proceedings, to which either of them shall be a party, either as plaintiff, claimant or defendant, by reason of this Mortgage or any indebtedness hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c)

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preparation for the defense of any threatened suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced.

8. 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 preceding 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 overplays to Mortgagors, their heirs, legal representatives or assigns, as their rights may appear.

9. Upon, or at any time after the filing of a bill to foreclose this Mortgage, the Court in which such bill 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 Mortgagor at the time of application for such receiver and without regard to the then value of the premises or whether the same shall be then occupied as a homestead or not and the Mortgagee hereunder may be appointed as such receiver. Such receiver shall have the power to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit, and in case of a sale and a deficiency, during the full statutory period of redemption, whether there be redemption or not, as well as during any further times when Mortgagor, 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 the whole of said period. The Court from time to time may authorize the receiver to apply the net income in his hands in payment in whole or in part of: (a) the indebtedness secured hereby, or by any decree foreclosing this Mortgage, or any tax, special assessment or other lien which may or become superior to the lien hereof or of such decree, provided such applications made prior to foreclosure sale; (b) the deficiency in case of a sale and deficiency.


10. 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 an action at law upon the note hereby secured.

11. Mortgagee or the Holders of the Note shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

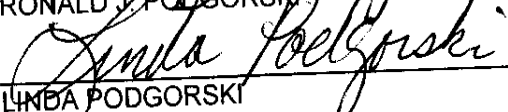
12. This Mortgage and all provisions hereof, shall extend to and be binding upon Mortgagor and all persons claiming under or through Mortgagor, and the word "Mortgagor" when used herein shall include all such persons and all persons liable for the payment of the indebtedness or any part thereof, whether or not such persons shall have executed the note of this Mortgage.

13. If any provision of this Mortgage is determined, by a Court of competent jurisdiction, to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the other provisions hereof, which shall remain binding and enforceable.

THIS MORTGAGE EXECUTED BY THE MORTGAGOR THE DAY AND YEAR FIRST ABOVE WRITTEN.



 RONALD J. PODGORSKI



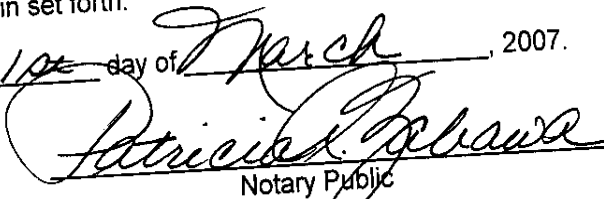
 LINDA PODGORSKI

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STATE OF ILLINOIS)
)SS
COUNTY OF COOK)

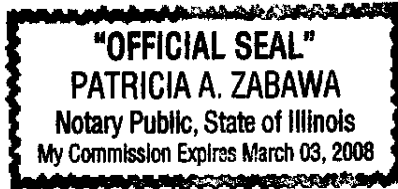
I, the undersigned, a Notary Public in and for and residing in said County, in the State aforesaid, DO HEREBY CERTIFY THAT **Ronald J. Podgorski and Linda Podgorski**, who is personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their own free and voluntary act for the uses and purposes therein set forth.

Given under my hand and seal this 1~~st~~ day of March, 2007.



Notary Public

My commission expires: 3-3-2008



Legal Description

Common Address: 3852 North Pioneer, Chicago, IL 60634

P.I.N. 12-23-211-023-0000

LOT 3 IN BLOCK 8 IN FEUERBORN AND KLODE'S IRVINGWOOD, BEING A SUBDIVISION OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 23, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.