

# UNOFFICIAL COPY

## MORTGAGE (ILLINOIS)



Doc#: 0716944006 Fee: \$44.00  
Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
Date: 06/18/2007 10:21 AM Pg: 1 of 11

This instrument was prepared by:

Thomas R. Pappas, Esq.  
Shefsky & Froelich Ltd.  
111 East Wacker Drive, Suite 2800  
Chicago, IL 60601

After Recording mail this instrument to:

Thomas R. Pappas, Esq.  
Shefsky & Froelich Ltd.  
111 East Wacker Drive, Suite 2800  
Chicago, IL 60601

Above Space for Recorder's Use Only

THIS MORTGAGE is made as of November 15, 2006, between HENRYKA WROBLEWSKI and BARTLOMIEJ WROBLEWSKI whose address is 8000 West 84<sup>th</sup> Place, Unit 3NW, Justice, Illinois 60458, herein referred to collectively as "Mortgagor," and Romalda M. Schwed, as Trustee under the Romalda M. Schwed Living Trust dated October 23, 1993 ("Lender"), at 704 Ambriance, Burr Ridge, IL 60521, whose address is 704 Ambriance, Burr Ridge, IL 60521 as "Mortgagee."

WITNESSETH:

THAT WHEREAS Mortgagor is indebted to Mortgagee pursuant to a promissory note ("note") of even date herewith, in the total principal sum of ONE HUNDRED THIRTY THREE THOUSAND FIVE HUNDRED SEVENTY THREE AND NO/100-----  
---DOLLARS (\$133,573.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagor promises to pay the said principal sum and interest at the rate and as provided in said note, a copy of which is attached hereto as Exhibit B, 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 address of the Mortgagee set forth above.

NOW, THEREFORE, the Mortgagor 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 Mortgagor to be performed, and also in consideration of the sum of One Dollar (\$1.00) 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, in the State of Illinois, to wit:

See attached Exhibit A

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

Permanent Real Estate Index Number: \_\_\_\_\_

Address(es) of Real Estate: 8000 W. 84<sup>th</sup> Place, Unit 3NW, Justice, Illinois 60458

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 (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 and all rights and easements to the premises. 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 Mortgagor or their respective successors or assigns shall be considered as constituting part of the real estate.

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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 by virtue of the Homestead Exemption Laws of the State of Illinois, which said rights and benefits the Mortgagor does hereby expressly release and waive.

The name of a record owner is: HENRYKA WROBLEWSKI and BARTLOMIEJ WROBLEWSKI

This mortgage consists of nine pages (which includes exhibits). The covenants, conditions and provisions appearing on pages 3, 4 and 5 and the exhibits attached hereto are incorporated herein by reference and are made a part hereof and shall be binding on Mortgagor, their heirs, successors and assigns.

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

Property of Cook County

*Henryka Wroblewska*  
HENRYKA WROBLEWSKI  
*Bartlomiej Wroblewski*  
BARTLOMIEJ WROBLEWSKI

State of Illinois, County of Cook ss.

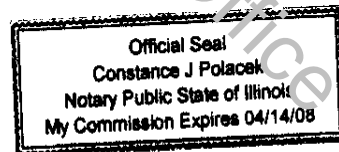
IMPRESS  
SEAL  
HERE

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that HENRYKA WROBLEWSKI and BARTLOMIEJ WROBLEWSKI 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 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 15<sup>th</sup> day November of 2006

Commission expires April 14 2008

*Constance J Polacek*  
NOTARY PUBLIC



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## THE COVENANTS, CONDITIONS AND PROVISIONS REFERRED TO ON PAGE 2.

1. Mortgagor 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, and upon request exhibit satisfactory evidence of the discharge of such 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 to the premises and the use thereof; and (6) make no material alterations in said premises except as required by law or municipal ordinance or as permitted by the Mortgagee as evidenced by Mortgagee's prior express written approval.

2. 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 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.

3. 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 thereon, 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 Mortgagor, or changing in any way the laws relating to the taxation of mortgages or debts secured by mortgages or the mortgagee's interest in the property, or the manner of collection of taxes, so as to affect this mortgage or the debt secured hereby or the holder thereof, then and in any such event, the Mortgagor, upon demand by the Mortgagee, shall pay such taxes or assessments, or reimburse the Mortgagee therefor; provided, however, that if in the opinion of counsel for the Mortgagee (a) it might be unlawful to require Mortgagor 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 Mortgagor, 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 laws 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 Mortgagor covenants and agrees to pay such tax in the manner required by any such law. The Mortgagor further covenants 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 Mortgagor is not in default either under the terms of the note secured hereby or under the terms of this mortgage, the Mortgagor 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. Mortgagor shall keep all buildings and improvements now or hereafter situated on said premises insured against loss or damage by fire, lightning and windstorm under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, all in companies satisfactory to the Mortgagee, under insurance policies payable, in case of loss or damage, to Mortgagee, such rights to be evidenced by the standard mortgage clause to be attached to each policy, and shall deliver all policies, including additional and renewal policies, to the Mortgagee, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective dates of expiration.

7. In case of default therein, Mortgagee may, but need not, make any payment or perform any act hereinbefore required of Mortgagor 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 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 with 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 Mortgagor.

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.

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

10. When the indebtedness secured hereby 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 sale all expenditures and expenses which may be paid or incurred by or on behalf of Mortgagee for attorneys' 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 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 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 the commencement of any suit for the foreclosure hereof after accrual of such right to foreclose whether or not actually commenced; or (c) preparations for the defense of any actual or threatened suit or proceeding which might affect the premises or the security hereof.

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 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 overage to Mortgagor, and their respective heirs, legal representatives or assigns, as their rights may appear.

12. Upon or any time after the filing of a complaint to foreclose this mortgage the court in which such complaint is filed may appoint receiver of said premises. Such appointment may be made either before or after the 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 may be appointed as such receiver. Such receiver shall have 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: (1) The indebtedness secured hereby, or by any 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 deficiency in case of a sale and deficiency.

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 an action at law upon the note hereby secured.

14. The Mortgagee shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.

15. 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.

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16. Mortgagee shall release this mortgage and lien thereof by proper instrument upon payment and discharge of all indebtedness secured hereby. Mortgagor shall be responsible for recording fees incurred in connection with recording such release.

17. 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 or this mortgage. The word "Mortgagee" when used herein shall include the successors and assigns of the Mortgagee named herein and the holder or holders, from time to time, of the note secured hereby.

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## EXHIBIT A

### LEGAL DESCRIPTION

UNIT 3NW TOGETHER WITH THE EXCLUSIVE RIGHT TO USE STORAGE SPACE 3NW AND GARAGE SPACE G-3NW IN 8000 WEST 84TH PLACE CONDOMINIUM AS DELINEATED ON THAT CERTAIN SURVEY OF THE FOLLOWING DESCRIBED LAND TO WIT:

LOT 2 IN SLAVIK'S SUBDIVISION OF PART OF THE EAST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 38 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

WHICH SURVEY IS ATTACHED TO THE DECLARATION OF CONDOMINIUM RECORDED ON MAY 23, 2001 AS DOCUMENT 0010-438276 TOGETHER WITH ITS UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS AS DEFINED AND SET FORTH ON SAID DECLARATION AND SURVEY AFORESAID, ALL IN COOK COUNTY, ILLINOIS.

PROPERTY ADDRESS: 8000 West 84<sup>th</sup> Place, Unit 3NW, Justice, Illinois 60458

TAX PARCEL NUMBERS: 18-35-406-025-1010

1021936\_1

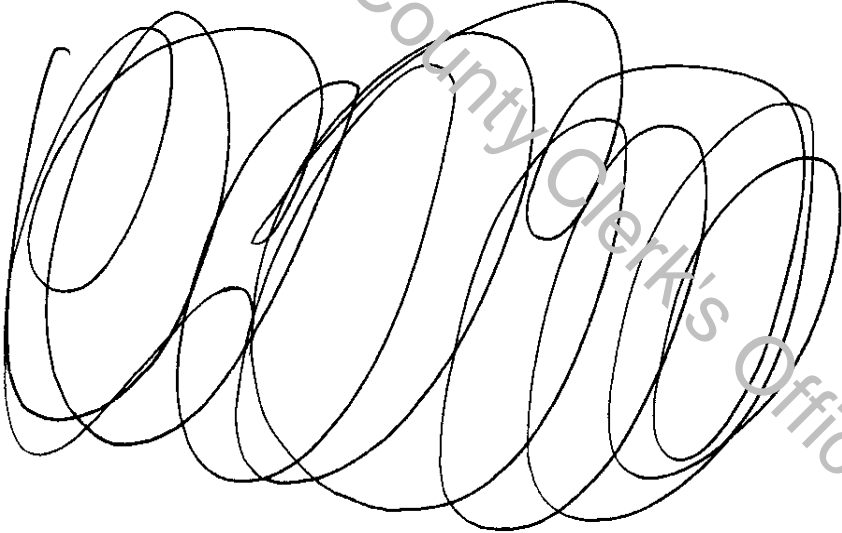
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EXHIBIT B

## PROMISSORY NOTE

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## PROMISSORY NOTE

DATE:	November <u>15</u> 2006
AMOUNT OF LOAN (PRINCIPAL):	\$133,573.00
INTEREST RATE:	4.79%, subject to the terms of Section 3 hereof
REPAYMENT PERIOD:	30 YEARS

FOR VALUE RECEIVED, Henryka Wroblewski and Bartlomiej Wroblewski (collectively the "Borrower"), jointly and severally, hereby promise to pay to the order of Romalda M. Schwed, as Trustee under the Romalda M. Schwed Living Trust dated October 23, 1993 ("Lender"), at 704 Ambriance, Burr Ridge, IL 60521, or at such other place as the holder of this Promissory Note may designate, in lawful money of the United States and in immediately available funds, the principal sum of One Hundred Thirty Three Thousand Five Hundred Seventy Three Dollars and No Cents (\$133,573.00) (the "Loan") together with interest on the principal at the per annum rate of Four and Seventy-Nine One Hundredths percent (4.79%). Three hundred sixty (360) payments each in the amount of Seven Hundred Dollars and No Cents (\$700.00) consisting of interest and principal shall be repaid on the first day of each calendar month commencing on December 1, 2006 and continuing through the Maturity Date. The maturity date of this Promissory Note is November 1, 2036 ("Maturity Date"), by which date the Borrower shall have repaid all outstanding principal and accrued interest under this Promissory Note.

Payments received by Lender shall be applied first to any interest then due and payable and only thereafter to any outstanding principal balance. Interest shall accrue hereon commencing on the date of the disbursement of the Loan and be computed on the basis of a 365 day year for actual days elapsed. If any payment hereunder becomes due on a Saturday, Sunday or legal holiday under the laws of the State of Illinois, then the due date shall be extended to the next succeeding business day and interest shall be payable at the rate specified above.

1. Borrower hereby warrants and covenants that this Promissory Note constitutes a legal, valid and binding obligation of Borrower and is enforceable in accordance with its terms.

2. Each of the following shall constitute an "Event of Default" under this Promissory Note: (i) if Borrower fails to make any of the payments prescribed by this Promissory Note when due; (ii) if a proceeding under any federal or state bankruptcy, reorganization, rehabilitation, receivership, insolvency, moratorium or other law for the relief of debtors is filed by or against Borrower; (iii) if Borrower defaults under any of the terms or provisions of that certain Mortgage of even date herewith, from Borrower to Lender ("Mortgage"), or any other documents given to Lender in connection with the Loan (collectively the "Loan Documents") which default is not cured within



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the time periods, if any, therein set forth; or (iv) if Borrower fails to keep, perform or observe any covenant or conditions on the part of the Borrower contained in this Promissory Note (other than as set forth in (i) above) which is not cured by Borrower within three (3) days.

3. Upon the occurrence of an Event of Default under this Promissory Note, all principal and accrued interest under this Promissory Note, at the option of Lender and without demand, notice, or legal process of any kind may be declared, and shall then immediately become, due and payable. Following the occurrence and during the continuance of an Event of Default, Borrower promises to pay Lender interest on the unpaid principal amount at the per annum rate of eight percent (8.0%) per annum. Borrower further agrees to pay Lender on demand all reasonable attorneys' fees arising from the enforcement of this Promissory Note and the collection of the amounts due hereunder, and expenses, costs and charges related thereto, including, without limitation, all fees of paralegals and other staff employed by such attorneys.

4. Demand, presentment, protest and notice of non-payment and protest are hereby waived by Borrower.

5. Borrower warrants that, upon delivery of the Mortgage to Lender, it shall own good and merchantable fee title to the Property (as hereinafter defined), subject to no liens, encumbrances and other matters affecting title other than the Mortgage, and those title exceptions approved by Lender in writing ("Permitted Exceptions"). Borrower represents and warrants that no mechanics', laborers', materialman's, statutory or other liens, other than any lien for taxes not yet due and payable have been created upon or against the Property, and Borrower covenants that it will not permit or suffer any liens or encumbrances, other than the Permitted Exceptions, to be filed against the Property for so long as any amounts are outstanding under this Promissory Note.

6. All notices, requests, and demands to be made hereunder to the parties hereto shall be in writing and shall be deemed to have been given when personally delivered or three days after being sent by registered or certified mail, return receipt requested, to the following addresses:

If to Lender:

Romalda M. Schwed  
704 Ambriance  
Burr Ridge, IL 60521

If to Borrower:

Henryka Wroblewski and Bartlomiej Wroblewski  
8000 W. 84<sup>th</sup> Place  
Unit 3NW  
Justice, IL 60458

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7. Whenever in this Promissory Note reference is made to Lender or Borrower, such reference shall be deemed to include, as applicable, a reference to the respective successors and assigns of said party. The provisions of this Promissory Note shall be binding upon and shall inure to the benefit of said successors and assigns.

8. The Borrower may prepay this Promissory Note, in whole or in part, without penalty, at any time.

9. This Promissory Note has been delivered at and shall be deemed to have been made at Chicago, Illinois and shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws (as opposed to conflict of law provisions) and decisions of the State of Illinois.

10. Lender's failure at any time or times hereafter to require strict performance by Borrower of any provisions of this Promissory Note shall not waive, affect or diminish any right to Lender thereafter to demand strict compliance and performance therewith. Any suspension or waiver by Lender of a default of Borrower under this Promissory Note shall not suspend, waive or affect any other default by Borrower, whether the same is prior or subsequent thereto and whether of the same or a different kind or character. None of the undertakings, agreements, warranties, covenants or representations of Borrower under this Promissory Note shall be deemed to have been suspended or waived by Lender unless such suspension or waiver is in writing, directed to Borrower specifying such suspension or waiver.

11. Whenever possible, each provision of this Promissory Note shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Promissory Note shall be prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Promissory Note. In no event shall interest charged hereunder, however such interest may be characterized or computed, exceed the highest rate permitted under any law which a court of competent jurisdiction shall, in a final determination, deem applicable hereto. In the event that such a court determines that Lender has received interest hereunder in excess of the highest rate applicable hereto, Lender shall promptly refund such excess interest to Borrower.

12. This Promissory Note is secured by a mortgage given by Borrower to Lender of even date herewith ("Mortgage"), on real estate located in Cook County, Illinois and more particularly described therein ("Property").

[SIGNATURE PAGE FOLLOWS]

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**THIS PROMISSORY NOTE** was executed by the undersigned on the date set forth above.

BORROWER:

Henryka Wróblewska  
Henryka Wróblewski

BORROWER:

Bartłomiej Wróblewski  
Bartłomiej Wróblewski

1024575\_1

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