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Eugene "Gene" Moore RHSP Fee: \$10.00  
Cook County Recorder of Deeds  
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## MORTGAGE

Prepared by/  
After recording mail to:

Michael Worwag, Esq.  
6500 W. Archer Avenue  
Chicago, IL 60638

THIS MORTGAGE ("Security Instrument") is given on **August 15, 2007**. The mortgagor is **Mariusz Jakubowski**, an individual residing in Franklin Park, Illinois (hereinafter referred to as the "Borrower"). This Mortgage is given to **Anna Orylska** (together and individually hereinafter referred to as the "Lender").

Borrower owes Lender the principal sum of **Two Hundred Fifty Thousand** and no/100 United States dollars (U.S. **\$250,000.00**). This debt (principal and accrued interest as of date) is evidenced by Borrower's note dated the same date as this Mortgage ("Note"), which provides for full payments, if not paid earlier, due and payable on **December 31, 2012**. This Security Instrument secures to Lender.

- (a) the payment of the debt evidenced by the Note, with interest, and all renewals, extensions, and modifications of the Note;
- (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and
- (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note.

For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois:

LOTS 12 AND 13 IN BLOCK 16 IN FRANKLIN PARK, BEING A SUBDIVISION IN THE WEST HALF (1/2) OF THE NORTHWEST QUARTER (1/4) OF SECTION 27, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN

which has the address of 2828 N. Pearl Street, Franklin Park, Illinois 60131.

PIN: 12-27-120-023-0000 and 12-27-120-024-0000

TOGETHER WITH all improvements now and hereinafter erected, and all easements, appurtenances, and fixtures now or hereinafter a part of the property. This Security Instrument will also cover all replacements and additions. All of the foregoing is referred to in this Security Instrument as the "Property."

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BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of the record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances stated in the preceding sentence.

**1. Payment of Principal and Interest; Prepayment of Late Charges.** Borrower will promptly pay when due the principal and interest on the debt evidenced by the Note and any other charges due under the Note.

**2. Application of Payments.** Unless applicable provides otherwise, all payments received by Lender under Paragraph 1 will be applied as follows: first, to interest due; second, to principal due; and last, to any late charges due under the Note.

**3. Charges, Liens.** Borrower will pay all taxes, assessments, charges, fines and impositions attributable to the Property that may attain priority over this Security Instrument. Borrower will pay these obligations on time directly to the person or entity owed payment.

Borrower will promptly discharge any lien which has priority over this Security Instrument, unless Borrower:

- (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender;
- (b) contests in good faith the lien or defends enforcement of the lien in legal proceedings, which in the Lender's opinion operate to prevent the enforcement of the lien; or
- (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument.

If Lender determines that any part of the Property is subject to a lien that may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien upon which Borrower will satisfy the lien or take one or more of the actions set forth above within 10 days of the receipt of the notice.

**4. Hazard or Property Insurance.** Borrower will keep the improvements now existing or hereinafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, as may be required. All insurance policies and renewals will include a standard mortgagee clause. In the event of loss, Borrower will give prompt notice to the insurance carrier and Lender. If Borrower fails to maintain coverage, Lender may at Lender's sole discretion and without prior notice to Borrower obtain coverage to protect Lender's rights in the property in accordance with Paragraph 6.

**5. Preservation, Maintenance and Protection of the Property.** Borrower will not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property.

**6. Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or if a legal proceeding is commenced or maintained that may significantly affect Lender's rights in the Property, Lender may at Lender's sole discretion and without prior notice to Borrower do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Any amounts so disbursed by Lender will become additional debt of Borrower secured by this Security Instrument, will bear interest from the date of disbursement at the Note rate and will be payable, with interest, upon notice from Lender to Borrower requesting payment.

**7. Inspection.** Lender or his agent may make reasonable entries upon and inspections of the Property. Lender will give borrower notice at the time of or prior to inspection specifying reasonable cause for the inspection.

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**8. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or for conveyance in lieu of condemnation, are hereby assigned and will be paid to Lender. In the event of a total taking of the Property, the proceeds will be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

**9. Borrower Not Released; Forbearance by Lender Not a Waiver.** Extension of time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender will not operate to release the liability of the Borrower or the Borrower's successors in interest. Lender will not be required to commence proceedings against the Borrower or any Borrower's successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy will not constitute a waiver of or preclude the exercise of any right or remedy.

**10. Successors and Assigns Bound; Joint and Several Liability; Co-Signers.** The covenants and agreements of this Security Instrument will bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 15. Borrowers' covenants and agreements will be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note:

- (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument;
- (b) is not personally obligated to pay the sums secured by this Security Instrument; and
- (c) agrees that Lender and any other borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the Borrower's consent.

**11. Loan charges.** If the loan secured by this Security Instrument is subject to law which sets maximum loan charges, and the law is finally interpreted so that the interest or other loan charges collected or to be connected with the loan exceed the permitted limits, then:

- (a) any such loan charges will be reduced by the amount necessary to reduce the charge to the permitted limit; and
- (b) any sums already collected from the Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**12. Notices.** Any notice to Borrower provided for in this Security Instrument will be given by delivering it or by mailing it by first class mail. The notice will be directed to the Property address or any other address Borrower designates by notice to Lender. Any notice to Lender will be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument will be deemed to have been given to Borrower or Lender when given as provided in this Paragraph.

**13. Governing Law, Severability.** This Security Instrument will be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict will not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end, the provisions of this Security Instrument and the Note are declared severable.

**14. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred without Lender's prior written consent, Lender may, at

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Lender's sole discretion, require immediate payment in full of all sums secured by this Security Instrument.

If Lender exercises this option, Lender will give Borrower notice of acceleration. The notice will provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument without further notice or demand on Borrower.

**15. Borrower's Right to Reinstate.** Provided that the Borrower satisfies the following conditions:

- (a) pays Lender of all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred;
- (b) cures any default of any other covenants or agreements;
- (c) pays all Lender's expenses incurred in enforcing this Security Instrument, including, but not limited to, court costs and reasonable attorneys' fees; and
- (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligations to pay the sums secured by this Security Instrument will continue unchanged;

Borrower will have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of:

- (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the property pursuant to any power of sale contained in this Security Instrument; or
- (b) entry of a judgment enforcing this Security Instrument.

Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby will remain fully effective as if no acceleration had occurred.

**16. Sale of Note.** The Note or partial interest in the Note (together with this Security Instrument) may be sold by Lender without prior notice to Borrower.

**17. Hazardous Substances.** Borrower will not cause or permit the presence, use, disposal, storage or release of any hazardous substances on or in the Property. Borrower will not do, nor allow anyone else to do, anything affecting the Property that is in violation of any environmental law. The preceding two sentences will not apply to the presence, use, or storage on the Property of small quantities of hazardous materials that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower will promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower will promptly take all necessary remedial actions in accordance with environmental law.

For the purposes of this Paragraph, hazardous substances are those substances defined as toxic or hazardous by environmental law, as well as the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. For the purposes of this Paragraph, environmental law means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

**18. Acceleration; Remedies.** Lender will give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument, with the exception of acceleration under Paragraph 14, specifying the following:

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