

THIS INDENTURE, made this 4th day of April, 1997, between Mariusz Kaczmarczyk of 300 S. Greenwood, Park Ridge, IL 60068 and Stanislaw M. Brzakala of 5159 N. East River Rd, A 101 Chicago, Illinois. 60656 hereafter referred to as mortgagors and Tadeusz Bednarz of the County of Cook, State of Illinois, hereafter referred to as mortgagee, witnesseth:



PROPERTYPUBLICCOOKCOUNTYCLERK'SOFFICE
THAT WHEREAS the Mortgagors are justly indebted to the Mortgagee upon the installment note of even date herewith, in the principal sum of One Hundred Thousand and no/cents (\$100,000.00), payable to the order of and delivered to the Mortgagee, in and by which note the Mortgagors promise to pay the said principal sum and interest at the rate and installments as provided in said note, with a final payment date of the balance due on the 4th day of April, 1998 and all said interest and principal are made payable at such place as the holders of the note may, from time to time, in writing appoint, and in absense of such appointment, then at the office of the Mortgagors at 5734 W. Belmont Avenue, Chicago, Illinois.

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

NORTH FORTY (40) FEET OF LOT THREE (3) IN BLOCK SIX (6) IN BUCKINGHAM'S SECOND ADDITION TO LAKE VIEW, BEING A SUBDIVISION IN THE NORTHEAST QUARTER OF SECTION TWENTY (20) IN TOWNSHIP FORTY (40) NORTH RANGE FOURTEEN (14) EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

P.I.N.; 14-20-221-003

THE COMMON ADDRESS IS 3755 NORTH WILTON, CHICAGO, ILLINOIS

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

TOGETHER with all improvements, tenements, easments, 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 on a parity with said real estate and not secondarily)

DONE AT COUNTY CLERK'S OFFICE

and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, refrigeration (whether single units or centrally controlled), and ventilation, including (without restriction the foregoing) screens, window shades, storm doors, and windows, floor coverings, inador veds, awnings, stoves and water heaters,. All of the foregoing are declared to be a part of the real estate whether phisically 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 HOLD the premises unto the Mortgagee, and Mortgagee's successors and or 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.

The owners of record are: Mariusz Kaczmarczyk and Stanislaw M.Brzakala

This mortgage consists of five pages, the covenants, conditions and provisions appearing on pages three, four and five are incorporated herein by reference and are made a part hereof and shall be binding on the mortgagors, their heirs, successors and or assigns.

Handwritten initials

1. Mortgagors shall promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or be destroyed. Keep the 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. Pay when due and indebtedness which may be secured by a lien or charge upon the premises superior to the lien hereof, and upon request exhibit satisfactory evidence of the discharge of such prior lien to the Mortgagee. Complete within a reasonable time any building or buildings now or at any time in the process of creation upon said premises. Comply with all requirements or laws or municipal ordinances with respect to the premises and the use thereof. make no material alterations in the 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 therefore. To prevent default hereunder the Mortgagors shall pay in full under protest, in the manner provided by statute, any tax or assessment which Mortgagors may desire to contest.
3. In the event of enactment after this date of any law of Illinois deducting from the value of the land for the purposes of taxation any lien thereon or imposing upon the Mortgagee the payment of the whole or any part of the whole or any part of the taxes or assessments or charges or lien herein required to be paid by the Mortgagors, or changing in any way 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 or the debt secured hereby or the holder hereof, then and in such event the Mortgagors, upon demand by the Mortgagees, shall pay such taxes, or assessments, or reimburse the Mortgagees therefore; provided however, that in the opinion of counsel for the Mortgagees (a) it might be unlawful to require 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 Mortgagees 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 the laws of the United States of America or of any state having jurisdiction in the premises, any tax is due becomes due on 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 to indemnify the Mortgagees and the Mortgagees' successors and or assigns, against any liability incurred by reason of the imposition of any tax on the issuance of the note secured hereby.
5. At any time as the mortgagors are not in default under any of the terms and conditions of the note secured hereby or under the terms of this mortgage, the mortgagors shall have the privilege of making prepayments on the principal of said note (in addition to the required payments) as may be provided in said note.
6. Mortgagors shall keep all buildings and improvements now or hereafter situated on said premises insured against loss from fire, lightning, and windstorm under policies providing for payment by the insurance companies or companies 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 Mortgagees, under insurance policies payable to the mortgagees in the event of loss or damage to the Mortgagees, 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 Mortgagees, and in case of insurance about to expire, shall deliver renewal policies not less than ten days prior to the respective date of expiration.
7. In case of default therein, Mortgagees may, but need not, 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 interest principal, on prior encumbrances, if any, and purchase, discharge, compromise, or settle any tax lien or any other prior lien or title 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 all other monies 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 a rate of twice the amount of the note secured hereby. Inaction of the Mortgagees shall never be considered a waiver of any right accruing to the Mortgagees on account of any default hereunder on the part of the Mortgagors.
8. The Mortgagees 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 option of the Mortgagees and without notice to the Mortgagors all unpaid indebtedness secured by this mortgage shall, notwithstanding anything in the note or in this mortgage to the contrary, come due and payable (a) immediately in the case of default in making payments of any installment of principal or interest on the note, or (b) when default shall occur and continue for 30 days in the performance of any other agreement the Mortgagors contained herein.
10. When the indebtedness hereby secured shall become due whether by reason of acceleration or otherwise, Mortgagees 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 the Mortgagees, for attorney's fees, appraisal fees, outlays for documentary and expert evidence, stenographer's 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, Mortgage 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 without notice and with interest thereon at a rate of twice the amount of the note secured hereby, when paid or incurred by the Mortgagees in connection with (a) any proceeding including probate and bankruptcy proceeding, to which the Mortgagees shall be a party, either as Plaintiff, claimant, or defendant, by reason of this mortgage or any indebtedness hereby secured, or (b) preparation 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 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 expenses and costs 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 overplus to the Mortgagors, their heirs, legal representative or assigns, and their rights may appear.
12. Upon or at any time after the filing of a complaint to foreclose this mortgage the court in which said 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 solvency or insolvency of the Mortgagors at the time of application for such receiver and without regard for the then value of the premises or whether same shall then be occupied as a homestead or not and the Mortgagee may be appointed as such receiver. Such receiver shall have power to collect 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 Mortgagors, except by the intervention of such receiver, would be entitled to collect such rents, issues and profits, and all other powers which may be necessary and 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 the 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 enforcement of the lien or 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 Mortgagees shall have the right to inspect the premises at all reasonable times and access thereto shall be permitted for that purpose.
15. The Mortgagors shall periodically deposit with the Mortgagees such sums as the Mortgagees may reasonably require for payment of taxes and assessments on the premises. No such deposit shall bear any interest.
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 therefore, 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 Mortgagees, notwithstanding such extension, variation or release.
17. Mortgagees 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.

18. This mortgage and all provisions hereof, shall extend to 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 of this mortgage. The word "Mortgagees" when used herein shall include the successors and assigns of the Mortgagees named herein and the holder or holders, from time to time of the note secured hereby.

Mariusz Kaczmarczyk (SEAL)

Stanislaw M. Brzakala (SEAL)

State of Illinois
County of Cook

THE SIGNATURES OF THE PARTIES EXECUTING THIS DOCUMENT ARE COPIES AND ARE NOT ORIGINAL SIGNATURES.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DOES HEREBY CERTIFY that Mariusz Kaczmarczyk and Stanislaw M. Brzakala are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, that they appeared before me this day in person, and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of homestead.

Given under my hand and official seal, this 7th day of April, 1997

Commission expires Mar. 1, 1998

Romuald E. Matuszczak
NOTARY PUBLIC

"OFFICIAL SEAL"
Romuald E. Matuszczak
Notary Public, State of Illinois
My Commission Expires 3/1/98

MAIL TO:
Thaddeus Gauza, Esq.
140 S. Dearborn Suite 1610
Chicago, IL 60603

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