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1230516071

Doc#: 1230516071 Fee: \$42.00
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/31/2012 12:55 PM Pg: 1 of 3

CLAIM OF TITLE AFFIDAVIT AND NOTICE OF DEFAULT

Now comes **WIESLAW GIZYNSKI** and having been sworn on his oath, doth hereby state and claim and allege as follows:

1. That I own an ownership interest in the Mortgage to Secure a Revolving Credit Loan recorded with the Cook County Recorder of Deeds as Document #00133229 with the Cook County Recorder of Deeds in the following-described property in the City of Chicago, County of Cook and State of Illinois:

Legal Description:

LOT 51 AND 52 IN MATHER AND TAFT'S ADDITION TO CHICAGO, BEING A SUBDIVISION OF PART OF THE SOUTHWEST ¼ OF SECTION 31, TOWNSHIP 40 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOI,

PIN#: 14-31-332-004-0000.

Common Address: 1661 N. Milwaukee Avenue, Chicago, IL 60647.

2. The claim of ownership interest in such mortgage, and the notes and claims secured thereby, including notes and guarantees executed by Angelica Jastrzebska and Robert Farnik is based on the two-paged "Agreement and Note" dated October 15, 2007 which is attached hereto.
3. To date, Andrzej Jastrzebski has failed to make any of the payments required by him to me Wieslaw Gizynski, including but not limited to payment due to me Wieslaw Gizynski pursuant to Paragraphs 3,4 and 5 of that instrument titled "Agreement and Note" dated October 15, 2007 - and any and all monies so due, including, principal, interest and attorney's fees are now due and owing as Andrzej Jastrzebski has defaulted on the specific terms and conditions of this "Agreement and Note".
4. That I hereby give and record this Notice of Default based on the "Claim of Title Affidavit" which was recorded as Cook County document # 1228418063 - and demand is hereby made for Andrzej Jastrzebski to pay to me any and all monies owed to me pursuant to the specific terms and conditions of this "Agreement and Note".
5. I am ready, able and willing to testify as to any and all matters listed herein if and when called. Further I say naught.

WIESLAW GIZYNSKI

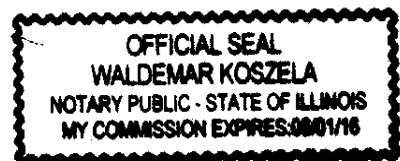
Subscribed and sworn to before me on this, the 30 day of October 2012.

OCTOBER 30, 2012 Notary Public. SEAL:

Prepared by at the request of Wieslaw Gizynski
and after recording mail to:

Adam J. Augustynski

Attorney-at-Law, 5850 W. Bryn Mawr Avenue, Chicago, IL 60646



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2012-10-09 02:57PM FROM-DIMONTE LIZAK

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AGREEMENT AND NOTE

Wojtek

This Agreement and Note ("Agreement") dated this ¹⁵ ~~27th~~ day of ^{October} ~~September~~, 2007, by and between Wieslaw Gizynski, of 24522 Kelsey Road, Lake Barrington, Illinois 60030 (hereinafter "Gizynski") and Andrzej Jastrzebski, of 5119 West Ansie Avenue, Chicago, IL 60630 (hereinafter "Jastrzebski") provides as follows:

1. Gizynski shall negotiate, purchase and hold in his name from the Cadle Company II, Inc., for the benefit of and upon terms approved by Jastrzebski, that certain Mortgage (the "Mortgage") recorded on February 23, 2000 as document number 00133229 in the Office of the Recorder of Deeds, Cook County, executed by 166 Milwaukee, LLC, as mortgagor and First Security Savings Bank, as mortgagee.

2. Upon execution of this Agreement, Gizynski shall advance the sum (the "Advance") of one hundred thousand dollars (\$100,000.00) for the benefit of Jastrzebski. Jastrzebski shall utilize the Advance, and shall provide the balance of the sums needed, for Gizynski to purchase the Mortgage.

3. Jastrzebski promises to pay to Gizynski the Advance plus interest at the annual rate of ~~six and 50/100 percent (6.5%)~~ ^{20%} per annum on the ~~unpaid balance of the Advance~~ until the full amount of the Advance has been repaid to Gizynski.

4. The entire Advance, plus all accrued interest thereon shall be repaid to Gizynski on or before the date six (6) months following the date hereof, (the "Payment Date"). ~~Jastrzebski will not be required to make any payments to Gizynski until the Payment Date.~~ ^{shall pay \$30,000 to Gizynski within six}

^{(60) days and the balance within 6 months.}
5. Gizynski shall take whatever appropriate legal action with regard to the Mortgage, as directed, in writing, by Jastrzebski. Jastrzebski shall be responsible for any and all attorneys' fees and costs incurred in enforcing all rights and obligations under the Mortgage as against the mortgagors. Jastrzebski shall indemnify and hold Gizynski harmless from any and all actions that may be brought against Gizynski in connection with this Agreement, the Mortgage or any events pertaining to either instrument.

6. In the event of a default by Jastrzebski or Gizynski, the parties are free to pursue any and all legal remedies at law or in equity. The prevailing party shall be entitled to collect reasonable attorneys' fees and costs from the losing party.

Wojtek
initials

[Signature]
initials

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7. Unless required by applicable law or court order, the parties agree to keep confidential the terms set forth herein and the transactions contemplated hereby.

AGREED TO AND ACCEPTED BY THE UNDERSIGNED, THIS 15 DAY OF OCTOBER, 2007.


WIESLAW GIZYNSKI


ANDRZEJ JASTRZEBSKI

Property of Cook County Clerk's Office

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