

This Instrument is a **WARRANT** (Form No. 1) (short)  
Attorney Stanley J. Krenn  
531 Madison Avenue  
Chicago, Illinois 60622  
AC 512 - 275-3110

# UNOFFICIAL COPY

## MORTGAGE

85300773

THIS INDENTURE WITNESSETH: That the undersigned THOMAS OLKOWSKI and LOLOTTE OLKOWSKI,  
his wife

of the City of Skokie County of Cook, State of Illinois,  
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

### POLISH ROMAN CATHOLIC UNION OF AMERICA

STATE OF ILLINOIS

a corporation organized and existing under the laws of the STATE OF ILLINOIS, hereinafter  
referred to as the Mortgagee, the following real estate, situated in the County of Cook  
in the State of Illinois, to wit:

all of Lot 99 and Lot 100 (except the North 15 feet thereof)  
The North 5 feet of Lot 98, in Krenn and Dato's Church Street Addition to  
Dempster Street "L" Terminal, being a Subdivision of that part lying  
Southerly of center line of Gross Point Road of the East 5.12 chains  
of West 11.09 chains of the East 1/2 of the Northwest 1/4 of Section 15,  
Township 41 North, Range 13, East of the Third Principal Meridian, in  
Cook County, Illinois.

Commonly known as 9344 N. Kilbourne, Skokie, Illinois

Permanent Index No. 10-15-119-046

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TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including  
all apparatus, equipment, fixtures or articles, whether in single units or centrally controlled, used to supply heat, gas,  
air conditioning, water, light, power, refrigeration, ventilation or otherwise and any other thing now or hereafter therein or  
thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm  
doors and windows, floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of  
which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all  
easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over  
unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from  
all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said  
Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made  
by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of Eighty Five Thousand  
and no/100ths ----- Dollars (\$ 85,000.00 ), which note,  
together with interest thereon as provided by said note, is payable in monthly installments of Eight Hundred Seventy  
Seven and 37/100ths or more ----- DOLLARS (\$ 877.37 or more  
on the 1st day of each month, commencing with December 1, 1965 until the entire sum is paid.

In the event the mortgagors cease membership in the Polish Roman Catholic  
Union of America by reason of nonpayment of dues or otherwise, the amount  
of value of said mortgage is due and payable at once.

At the option of the Mortgagee, upon sale or transfer of this property, the  
unpaid balance of the Mortgage may be declared due and payable at once.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part  
hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated  
annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future  
advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

#### A. THE MORTGAGOR COVENANTS:

- (1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.
- (2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, 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, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.
- (3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;
- (4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

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IN DUPLICATE

Box 304

# MORTGAGE

3480162

THOMAS OLKOWSKI and

LOUOTTE OLKOWSKI, his wife

REGISTRAR  
TO  
POLISH ROMAN CATHOLIC  
UNION OF AMERICA  
NOV 27 1985

UNOFFICIAL COPY

COPIES DUPLICATED  
REGISTERED  
FILED WITH REGISTRAR  
DEPT. TO  
Loan No. 228-M

Trans to  
Post 364  
85300773

My Commission Expires July 14, 1989

I, Phyllis J. Kulbada, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that Thomas Olkowski and Louotte Olkowski, his wife personally known to me to be the same person(s) whose name(s) whose names appeared before me, this day in person and acknowledged that they signed, sealed and delivered the foregoing instrument as of the right of homestead.

GIVEN under my hand and Notarial Seal, this 8th day of November, A. D. 19 85

Phyllis J. Kulbada  
Notary Public

STATE OF ILLINOIS  
COUNTY OF COOK

Thomas Olkowski  
(SEAL)  
A. D. 19 85  
November

Phyllis J. Kulbada  
(SEAL)  
A. D. 19 85  
November

Lotote Olkowski  
(SEAL)  
A. D. 19 85  
November

#1111 TRAM 6197 11/27/85 16:10:00  
#9770 #4 #5-500773

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 8th day of November, A. D. 19 85

Thomas Olkowski  
(SEAL)

Phyllis J. Kulbada  
(SEAL)

Lotote Olkowski  
(SEAL)

**B. MORTGAGOR FURTHER COVENANTS:**

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagor may do any act it may deem necessary to protect the lien hereof; and such money together with interest thereon at the highest rate for which it is then lawful to contract shall become due and payable to the Mortgagee and may be included in any decree, judgment or order for foreclosure and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagor to inquire into the validity of any lien, encumbrance, or claim in-advancing money as above subtended, but nothing herein contained shall be construed as requiring the Mortgagee to advance any money for any purpose not to do any act under; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder; (2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at a later date, or having been advanced, shall have been repaid in part and further advances made at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums on the Mortgagor's life; (3) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without notice to the Mortgagor, to take any of the following actions: (a) to foreclose upon the property, and with- out affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, garnish, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagor to the Mortgagor, and in any foreclosure a sale may be made of the premises a message without offering the several parts separately; (4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, and without notice to the Mortgagor, or any party claiming under him, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the return of said premises, and such rents, issues and profits, when collected, may be applied before as well as after the Mortgagor's default toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the production and preservation of the property, including the expenses of such receivership, or on any deficiency decree hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of 12% per annum, which may be paid or incurred by or on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which for said amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding including probate or bankruptcy proceedings to which either party hereto shall be a party, or (b) reason of this mortgage or the note hereby secured; or (c) proceedings for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (d) preparations for the sale or intervention in any suit or proceeding or any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises, there shall first be paid out of the proceeds thereof all of the aforesaid items.