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JUNIOR MORTGAGE

DEPT-009
12533 1000 11/23/87 1511-100
1974 C * 87-626301
COMM. CLERK RECORDER

THE UNDERSIGNED, Chester Zawistowski And Dorothy Zawistowski, His Wife

of the City of Chicago, County of Cook, State of Illinois, hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to the City of Chicago a municipal 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:

Lot 31 In Block 3 In Gross Park Addition To Chicago, Being A Subdivision Of Blocks 39 And 50 In The Subdivision Of Section 19, Township 40 North, Range 14 East Of The Third Principal Meridian, (Except The South West $\frac{1}{4}$ Of The North East $\frac{1}{4}$ Of The South East $\frac{1}{4}$ Of The North West $\frac{1}{4}$ And The East $\frac{1}{4}$ Of The South East $\frac{1}{4}$ Thereof), In Cook County, Illinois. Also known as: 1837 West School St., Chicago, Ill

PIN: VOL:

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected hereon.

TO HAVE AND TO HOLD all of said property, unto said Mortgagee forever, for the uses hereinafter 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 (1) the payment of a Note bearing even date herewith executed by the Mortgagor to the Mortgagee for Fifteen Thousand & 00/100 Dollars (\$ 15,000.00) which Note together with interest thereon as therein recited is payable upon default of the conditions hereinafter recited and not otherwise.

THE MORTGAGOR COVENANTS:

(1) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; (2) To keep said premises in good condition and repair; (3) 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.

(2) That in the event the ownership of said property or any part thereof becomes vested in a person other than the Mortgagor, the Mortgagee may, without notice to the Mortgagor, deal with such successor or successors in interest with reference to this mortgage and the debt hereby secured in the same manner as with the Mortgagor and may forbear to sue or may extend time for payment of the debt secured hereby without discharging or in any way affecting the liability of the Mortgagor hereunder or upon the debt hereby secured;

(3) The Mortgagor further covenants and agrees that the sum of \$ 15,000.00 advanced by the City will be used solely for the reconditioning of the structure on the above described property and that said sum will be paid to all obligees, approved by the City, upon receipt of properly executed releases of contractors, sub-contractors, and materialmen claims for lien.

(4) The Mortgagor further agrees that the sum advanced by the City is in the nature of a loan cancellable upon his compliance with the following conditions, otherwise to be in full force and effect.

MAIL TO:
DEPARTMENT OF HOUSING
318 S. MICHIGAN AVE.
CHICAGO, ILL. 60604

DEPARTMENT OF HOUSING
318 S. MICHIGAN AVENUE
CHICAGO, ILLINOIS 60604

OFFICIAL BUSINESS
CITY OF CHICAGO
NO CHARGE

ATTN: MICHAEL CUNNINGHAM

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9 of 15

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Property of Cook County Clerk's Office

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(5) It is further agreed by and between the Mortgagee and Mortgagor that the obligation to the City upon compliance with the requirement for rehabilitation and owner-occupancy will be cancelled four years after the date of this instrument. Should the Mortgagor vacate, convey, or otherwise transfer said property within 4 years from the date of this instrument, the obligation to the City will remain in total for any vacation or conveyance within the first year. The obligation will be reduced 25% for any conveyance in the 2nd year and will be deducted 25% of the total for each year thereafter until the end of the 4th year when if no conveyance was made it will be cancelled and the Note and Mortgage securing this obligation cancelled and released. Should the Mortgagor vacate, convey or transfer within said four year period, and the City not reimbursed as per the above schedule then the City may foreclose on the balance due.

(6) That upon the commencement of any foreclosure proceeding hereunder the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him and without regard to the solvency of the Mortgagor, or the then value of said premises or whether the same shall then be occupied by the owner of the equity of redemption as a homestead appoint a receiver (who may be the Mortgagee or its agent) with power to manage and render to collect the rents issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption and such rents issues and profits when collected may be applied before as well as after the Sheriff's sale towards the payment of the indebtedness costs, taxes insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership or on any deficiency decree whether there be a decree therefore in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption whether there be redemption or not and until the issuance of deed in case of sale, but if no deed be issued until expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien 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 7% per annum which may be paid or incurred by or on behalf of Mortgagee for attorney's fee, outlays for exhibits attached to pleadings, documentary and expert evidence, stenographer's fee, Sheriff's fee and commissions, court costs, publication costs and costs (which may be estimated as to and include items to be expended after the entry of the decree) or procuring all such abstracts of title, title searches, examinations and reports, guaranty policies, Torrens certificates and similar data and assurances with respect to title as Mortgagee may reasonably deem 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; and all amounts as aforesaid, together with interest as herein provided shall become additional indebtedness to and 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 by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or intervention in 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 be first paid out of the proceeds thereof all of the aforesaid items then the entire indebtedness whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, and the overplus, if any, shall be paid to the Mortgagor, and the purchaser shall not be obligated to see to the

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That each right power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred and may be enforced concurrently therewith; that no waiver by the Mortgagee of performance of any covenant herein or in said note contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that whenever the context hereof requires the masculine gender, as used herein, shall include the feminine and the singular number as used herein shall include the plural and that all rights and obligations under this mortgage shall extend to and be binding on the respective heirs, executors, administrators, successors, and assigns of the Mortgagor and Mortgagee.

IN WITNESS WHEREOF, we have hereunto set our hands and seals, this 7th day of April A.D. 1987

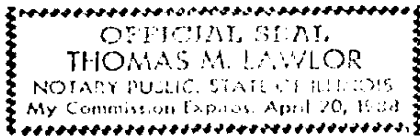
Chester Zawistowski(SEAL) *Dorothy Zawistowski*(SEAL)
Chester Zawistowski Dorothy Zawistowski
.....(SEAL)(SEAL)

STATE OF ILLINOIS
COUNTY OF COOK

I, THE UNDERSIGNED, - a Notary Public in and for said County in the State aforesaid, DO HEREBY CERTIFY THAT Chester Zawistowski & Dorothy Zawistowski, His Wife

personally know to me to be the same person(s) whose name(s) is subscribed to the foregoing Instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said Instrument as his 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 Notarial Seal, this 7th day of April, A.D. 1987.

Notary Public *Thomas M. Lawlor*



My Commissions Expires:

Notary Public

This Instrument prepared by:
MICHAEL CUNNINGHAM
Department of Housing
312 So. Michigan
Chicago, Ill. 60604

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DATE: April 7, 1987

For value received (Money borrowed) I (we) hereby promise to pay the City of Chicago, a municipal corporation at 318 S. Michigan or such other place as may be designated, the sum of Fifteen Thousand & 00/100 Dollars (\$15,000.00)

This note is secured by a mortgage bearing even date herewith to said City on real estate located in the City of Chicago, Illinois. All of the terms and conditions of said mortgage are incorporated herein.

Said note is payable as follows: In the event the maker(s) sell(s) or fail(s) to occupy the premises secured by said mortgage within one year from date then the whole of said note shall become due and payable. In the event the maker(s) sell or fail to occupy said premises in the second year then 75% of said note shall be due and payable. In the event the maker(s) sell or fail to occupy said premises in the 3rd year, 50% of said note shall be due and payable. In the event said maker(s) sell or fail to occupy said premises in the 4th year, 25% of said note shall be due and payable. In the event said premises are owned and occupied by the maker(s) hereof for more than 4 years then the note shall be deemed paid and the obligation hereunder cancelled.

In witness whereof we have set our hands and seals this 7th day of April 19 87.

Chester Zawistowski SEAL
Chester Zawistowski
Dorothy Zawistowski SEAL
Dorothy Zawistowski
SEAL

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