

**UNOFFICIAL COPY**  
**MORTGAGE** 88475007  
(Participation) 75007

This mortgage made and entered into this 13th day of October 1988, by and between Viola Wycislak Married to Eugene Wycislak (hereinafter referred to as mortgagor) and Hyde Park Bank and Trust Company (hereinafter referred to as mortgagee), who maintains an office and place of business at 1525 E. 53rd Street, Chicago, IL **\$18.00**

WITNESSETH, that for the consideration hereinafter stated, receipt of which is hereby acknowledged, the mortgagor does hereby mortgage, sell, grant, assign, and convey unto the mortgagee, his successors and assigns, all of the following described property situated and being in the County of Cook State of Illinois

See attached Exhibit A

Pin No's 17-27-119-003-0000 17-27-119-004-0000  
17-27-119-005-0000 17-27-119-006-0000  
Commonly known as: 2411 S. Prairie Ave. Chicago, IL

COOK COUNTY, ILLINOIS  
FILED FOR RECORD

1988 OCT 14 PM 3:04

88475007

71-77-945 D1

Together with and including all buildings, all fixtures including but not limited to all plumbing, heating, lighting, ventilating, refrigerating, incinerating, air conditioning apparatus, and elevators (the mortgagor hereby declaring that it is intended that the items herein enumerated shall be deemed to have been permanently installed as part of the realty), and all improvements now or hereafter existing thereon; the hereditaments and appurtenances and all other rights thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, all rights of redemption, and the rents, issues, and profits of the above described property (provided, however, that the mortgagor shall be entitled to the possession of said property and to collect and retain the rents, issues, and profits until default hereunder). To have and to hold the same unto the mortgagee and the successors in interest of the mortgagee forever in fee simple or such other estate, if any, as is stated herein.

Mortgagor hereby releases and waives all

rights under and by virtue of the homestead exemption laws of the State of Illinois; The mortgagor covenants that he is lawfully seized and possessed of, and has the right to sell and convey said property; that the same is free from all encumbrances except as hereinabove recited; and that he hereby binds himself and his successors in interest to warrant and defend the title aforesaid thereto and every part thereof against the claims of all persons whomsoever.

This instrument is given to secure the payment of a promissory note dated October 13, 1988 in the principal sum of \$ 215,000.00 signed by Eugene Wycislak as President and in behalf of Dimunex Corporation Viola Wycislak, Personally

88475007

UNOFFICIAL COPY

MORTGAGE

RECORDING DATA

BOX 333 - GG

RETURN TO:

Name Hyde Park Bank and Trust Co.

Address 1525 E. 53rd Street  
Chicago, Illinois  
ATTN: S. Dugan

Property of Cook County, Illinois

(Add Appropriate Acknowledgment)

*William E. Dugan*

Executed and delivered in the presence of the following witnesses:

*Viola Wycislak*  
Viola Wycislak, Personally

In Witness Whereof, the mortgagor has executed this instrument and the mortgagee has accepted delivery of this instrument as of the day and year aforesaid.

20052588

# UNOFFICIAL COPY

3. The mortgagor covenants and agrees that if he shall fail to pay said indebtedness or any part thereof when due, or shall fail to perform any covenant or agreement of this instrument or the promissory note secured hereby, the entire indebtedness hereby secured shall immediately become due, payable, and collectible without notice, at the option of the mortgagee or assignee, regardless of maturity, and the mortgagee or his assigns may foreclose on and property without appraisal (the mortgagee hereby waives and assigns to the mortgagee all rights of appraisal):

(I) at judicial sale pursuant to the provisions of 28 U.S.C. 2001 (a); or

(II) at the option of the mortgagee, either by auction or by solicitation of sealed bids, for the highest and best bid complying with the terms of sale and manner of payment specified in the published notice of sale, first giving four weeks' notice of the time, terms, and place of such sale, by advertisement not less than once during each of said four weeks in a newspaper published or distributed in the county in which said property is situated, all other notice being hereby waived by the mortgagor (and said mortgagee, or any person on behalf of said mortgagee, may bid with the unpaid indebtedness evidenced by said note). Said sale shall be held at or on the property to be sold or at the Federal, county, or city courthouse for the county in which the property is located. The mortgagee is hereby authorized to execute for and on behalf of the mortgagor and to deliver to the purchaser at such sale a sufficient conveyance of said property, which conveyance shall contain recitals as to the happening of the default upon which the execution of the power of sale herein granted depends; and the said mortgagor hereby constitutes and appoints the mortgagee or any agent or attorney of the mortgagee, the agent and attorney in fact of said mortgagor to make such recitals and to execute said conveyance and hereby covenants and agrees that the recitals so made shall be effectual to bar all equity or right of redemption, homestead, dower, and all other exemptions of the mortgagor, all of which are hereby expressly waived and conveyed to the mortgagee;

(III) take any other appropriate action pursuant to state or Federal statute either in state or Federal court or otherwise for the disposition of the property.

In the event of a sale as heretofore provided, the mortgagor or any persons in possession under the mortgage shall then become and be tenants holding over and shall forthwith deliver possession to the purchaser at such sale or be summarily dispossessed, in accordance with the provisions of law applicable to tenants holding over. The power and agency hereby granted are coupled with an interest and are irrevocable by death or otherwise, and are granted as cumulative to the remedies for collection of said indebtedness provided by law.

4. The proceeds of any sale of said property in accordance with the preceding paragraphs shall be applied first to pay the costs and expenses of said sale, the expenses incurred by the mortgagee for the purpose of protecting or maintaining said property, and reasonable attorneys' fees, secondly, to pay the indebtedness secured hereby; and finally, to pay any surplus or excess to the person or persons legally entitled thereto.

5. In the event said property is sold at a judicial foreclosure sale or pursuant to the power of sale heretofore granted, and the proceeds are not sufficient to pay the total indebtedness secured by this instrument and as set forth by said promissory note, the mortgagee will be entitled to a deficiency judgment for the amount of the deficiency without appraisal.

6. In the event the mortgagor fails to pay any Federal, state, or local tax assessment, income tax or other tax lien, charge, fee, or other expense charged against the property the mortgagee is hereby authorized at his option to pay the same. Any sums so paid by the mortgagee shall be added to and become a part of the principal amount of the indebtedness evidenced by said note, subject to the same terms and conditions. If the mortgagor shall pay and discharge the indebtedness evidenced by said promissory note, and shall pay with sums and shall discharge all taxes and liens and the costs, fees, and expenses of making, enforcing, and carrying out this mortgage, then this mortgage shall be canceled and surrendered.

7. The covenants herein contained shall bind and the benefits and advantages shall inure to the respective successors and assigns of the parties hereto. Whenever used, the singular number shall include the plural, the plural the singular, and the use of any gender shall include all genders.

8. No waiver of any covenant herein or of the obligation secured hereby shall at any time thereafter be held to be a waiver of the terms hereof or of the note secured hereby.

9. A judicial decree, order, or judgment holding any provision or portion of this instrument invalid or unenforceable shall not in any way impair or preclude the enforcement of the remaining provisions or portions of this instrument.

10. Any written notice to be issued to the mortgagor pursuant to the provisions of this instrument shall be addressed to the mortgagor at 2111 W. Prairie Ave., Chicago, Illinois and any written notice to be issued to the mortgagee shall be addressed to the mortgagee at 1525 E. 53rd Street Chicago, Illinois.

10 (a) Mortgagor, on behalf of himself/herself and each and every person claiming by, through or under Mortgagor, hereby waives any and all rights of redemption, statutory or otherwise, without prejudice to Mortgagee's right to any remedy, legal or equitable, which Mortgagee may pursue to enforce payment or to effect collection of all or any part of the indebtedness secured by this Mortgage, and without prejudice to Mortgagee's right to a deficiency judgment or any other appropriate relief in the event of foreclosure of this Mortgage.

88475007

Said promissory note was given to secure a loan in which the Small Business Administration, an agency of the United States of America, has participated in compliance with section 101.1(d) of the Rules and Regulations of the Small Business Administration (13 C.F.R. 101.1(d)), this instrument is to be construed and enforced in accordance with applicable Federal law.

1. The mortgagor covenants and agrees as follows:

- a. He will promptly pay the indebtedness evidenced by said promissory note at the time and in the manner therein provided.
- b. He will pay all taxes, assessments, water rates, and other governmental or municipal charges, fines, or impositions, for which provision has not been made hereinafter, and will promptly deliver the official receipts herefor to the said mortgagee.
- c. He will pay such expenses and fees as may be incurred in the protection and maintenance of said property, including the fees of any attorney employed by the mortgagee for the collection of any or all of the indebtedness hereby secured, or foreclosure by mortgagee a sale, or court proceedings, or in any other litigation or proceeding affecting said property. Attorneys' fees reasonably incurred in any other way shall be paid by the mortgagor.

d. For the security of the indebtedness hereby secured, upon the request of the mortgagee, its successors or assigns, he shall execute and deliver a supplemental mortgage or mortgages covering any additions, improvements, or betterments made to the property herein described and all property acquired by it after the date hereof (all in form satisfactory to mortgagee). Furthermore, should the mortgagor fail to cure any default in the payment of a prior or inferior encumbrance on the property described by the instrument, he hereby agrees to permit mortgagee to cure such default, but mortgagee is not obligated to do so, and such advances shall become a part of the indebtedness secured by this instrument, subject to the same terms and conditions.

e. The rights created by this mortgage shall remain in full force and effect during any postponement or extension of the time of the payment of the indebtedness evidenced by said promissory note or any part thereof secured hereby.

f. He will continuously maintain hazard insurance, of such type or types and in such amounts as the mortgagee may from time to time require on the improvements now or hereafter on said property, and will pay promptly when due any premiums thereon. All insurance shall be carried in compliance with applicable laws and the policies and renewals thereof shall be held by mortgagee and have attached thereto loss payable clauses in favor of and in form acceptable to the mortgagee. In event of loss, mortgagee will give immediate notice in writing to mortgagee, and mortgagee may make proof of loss if not made promptly by mortgagee, and each insurance company concerned is hereby authorized and directed to make payment for such loss directly to mortgagee instead of to mortgagor and mortgagee jointly, and the insurance proceeds, or any part thereof, may be applied by mortgagee at its option either to the reduction of the indebtedness hereby secured or to the restoration or repair of the property damaged or destroyed. In event of foreclosure of this mortgage, or of transfer of title to said property in extinguishment or the indebtedness secured hereby, all right, title, and interest of the mortgagor in and to any insurance policies then in force shall pass to the purchaser or mortgagee or, at the option of the mortgagee, may be surrendered for a refund.

g. He will keep all buildings and other improvements on said property in good, neat and condition; will permit, commit, or suffer no waste, impairment, deterioration of said property or any part thereof, in the event of failure of the mortgagor to keep the buildings on said premises and those erected on said premises, or improvements thereon, in good repair, the mortgagee may make such repairs as in its discretion it may deem necessary for the proper preservation thereof, and the full amount of each and every such payment shall be immediately due and payable; and shall be secured by the lien of this mortgage.

h. He will not voluntarily create or permit to be created against the property subject to this mortgage any lien or liens inferior or superior to the lien of this mortgage without the written consent of the mortgagee; and further, that he will keep and maintain the same free from the claim of all persons supplying labor or materials for construction of any and all building or improvements now being erected or to be erected on said premises.

i. He will not rent or assign any part of the rent of said mortgaged property or demolish, or remove, or substantially alter any building, without the written consent of the mortgagee.

j. All awards of damages in connection with any condemnation for public use of or injury to any of the property subject to this mortgage are hereby assigned and shall be paid to mortgagee, who may apply the same to payment of the installments last due under said note, and mortgagee is hereby authorized, in the name of the mortgagor, to execute and deliver valid acquittances hereof and to appeal from any such award.

k. The mortgagee shall have the right to inspect the mortgaged premises at any reasonable time.

2. Default in any of the covenants or conditions of this instrument or of the note or loan agreement secured hereby shall terminate the mortgagee's right to possession, use, and enjoyment of the property, at the option of the mortgagee or his assigns (it being agreed that the mortgagee shall have such right until default). Upon any such default, the mortgagee shall become the owner of all of the rents and profits thereon, and the mortgagee shall be entitled to the interest on the principal amount of the mortgagee's debt.

70000188475007

# UNOFFICIAL COPY

8 8 4 7 5 0 0 7

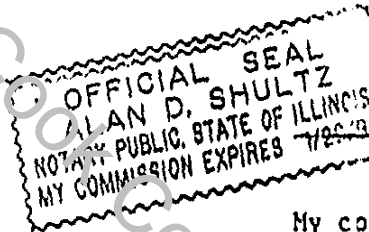
STATE OF ILLINOIS)

COUNTY OF COOK )<sup>ss.</sup>

I, ALAN A SHULTZ, a Notary Public in and for said County, in the State aforesaid, do hereby certify that on this day personally appeared before me, Viola Wycislak ~~and MARRIED TO Eugene Wycislak.~~, personally known to me to be the same person whose name is subscribed to the foregoing instrument, and acknowledged ~~that~~ she signed, sealed, and delivered the said instrument as her free and voluntary act and deed, for the uses and purposes therein set forth, including the waive of rights of redemption and waive of all rights and benefits under and by virtue of the homestead exemption laws of this state.

GIVEN under my hand and notarial seal this 17 day of October 1988.

(NOTARIAL SEAL)



Alan D. Shultz  
Notary Public

My commission expires: \_\_\_\_\_

This instrument prepared by: K. Stacey Russell

HYDE PARK BANK & TRUST COMPANY  
1525 EAST 53RD STREET  
CHICAGO, IL 60615

88475007

# UNOFFICIAL COPY

STATE OF ILLINOIS

COUNTY OF COOK

IN SENATE, January 11, 1903.  
REPORT OF THE COMMISSIONERS OF THE LAND OFFICE,  
IN ANSWER TO A RESOLUTION PASSED BY THE SENATE  
MAY 15, 1899, RELATIVE TO THE LANDS BELONGING TO  
THE STATE OF ILLINOIS.

Property of Cook County Clerk's Office

PP-332003

# UNOFFICIAL COPY

EXHIBIT A

3 8 4 7 5 0 0 7

## PARCEL 1:

THAT PART OF LOTS 3 AND 4 IN ELIJAH SMITH'S SUBDIVISION OF BLOCK 42 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTH WEST CORNER OF SAID 4, THENCE NORTH ON WEST LINE OF SAID LOTS 4 AND 3 TO A POINT 7 1/2 FEET SOUTH OF NORTH WEST CORNER OF SAID LOT 3; THENCE EAST PARALLEL WITH NORTH LINE OF SAID LOT 3, 100 FEET; THENCE SOUTH 2 FEET; THENCE SOUTHEASTERLY PARALLEL WITH THE WESTERLY LINE OF LOTS 6 AND 7 IN BLOCK 42 AFORESAID TO A POINT OF 25 FEET NORTH OF SOUTH LINE OF SAID LOT 4 THENCE SOUTH 25 FEET AND THENCE WEST TO A POINT OF BEGINNING;

## PARCEL 2:

LOTS 16 AND 17 IN JAMES LONG AND OTHER'S SUBDIVISION OF BLOCK 51 IN CANAL TRUSTEE SUBDIVISION OF WEST 1/2 OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 3:

THE WEST 100 FEET OF LOT 2 AND WEST 100 FEET OF NORTH 7 1/2 FEET OF LOT 3 IN E. SMITH'S SUBDIVISION OF BLOCK 42 IN CANAL TRUSTEE'S SUBDIVISION OF SECTION 27, TOWNSHIP 39 NORTH, RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

## PARCEL 4:

LOT 15 AND THAT PART OF LOT 14 LYING NORTHERLY OF A LINE DESCRIBED AS FOLLOWS:

BEGIN AT A POINT IN WEST LINE OF SAID LOT 14, 8.5 FEET NORTH OF SOUTH WEST CORNER OF SAID LOT 14; RUNNING THENCE NORTHEASTERLY TO A POINT 2.5 FEET SOUTHEASTERLY OF NORTH EAST CORNER OF SAID LOT 14 AS MEASURED ON EASTERLY LINE THEREOF IN JAMES LONG AND OTHERS SUBDIVISION OF BLOCK 51 IN CANAL TRUSTEE SUBDIVISION OF WEST 1/2 OF SECTION 27 TOWNSHIP 39 NORTH, RANGE 14 EAST OF OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

PIN NOS. 17-27-119-003-0000

17-27-119-004-0000

17-27-119-005-0000

17-27-119-006-0000

COMMONLY KNOWN AS: 2411 S. Prairie Ave. Chicago, IL

88475007

# UNOFFICIAL COPY

PLAT A

PARCEL 1:  
 THAT PART OF LOT 2 AND 4 IN THE 1/4 SECTION 27, TOWNSHIP 27 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/4 OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
 COMMENCING AT CORNER WEST CORNER OF SAID WEST 1/4 OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
 LINE OF SAID LOTS 2 AND 4 TO A POINT 112 FEET SOUTH OF WEST CORNER OF SAID LOT 2, THENCE EAST THROUGH SAID WEST 1/4 OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
 SOUTHWARD PARALLEL WITH THE WESTERN BOUNDARY OF SAID WEST 1/4 OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
 BLOCK AS APPROXIMATE TO A POINT OF 20 FEET SOUTH OF WEST CORNER OF SAID LOT 2, THENCE SOUTH AS SET OUT AND THEREAFTER TO A POINT IN THE WESTERN BOUNDARY OF SAID WEST 1/4 OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 2:  
 LOTS 16 AND 17 IN JAMES LONG AND OTHERS' SUBDIVISION OF THE WEST 1/4 OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/4 OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
 IN THE WEST 1/4 OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 3:  
 THE WEST 100 FEET OF LOT 2 AND WEST 100 FEET OF LOT 4 IN THE 1/4 SECTION 27, TOWNSHIP 27 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
 OF LOT 2 IN THE 1/4 SECTION 27, TOWNSHIP 27 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
 THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

PARCEL 4:  
 LOT 12 AND THAT PART OF LOT 14 IN THE 1/4 SECTION 27, TOWNSHIP 27 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
 DESCRIBED AS FOLLOWS:  
 BEGIN AT A POINT IN WEST LINE OF SAID LOT 14, BEING THE WEST CORNER OF SAID LOT 14, THENCE SOUTH PARALLEL WITH THE WESTERN BOUNDARY OF SAID LOT 14, THENCE EAST THROUGH SAID WEST 1/4 OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
 AS A MEMBER OF THE CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/4 OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
 IN CANAL TRUSTEE'S SUBDIVISION OF THE WEST 1/4 OF SECTION 27, TOWNSHIP 27 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:  
 IN SECTION 27, TOWNSHIP 27 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

17-27-112-002-0001  
 17-27-112-002-0002  
 17-27-112-002-0003  
 17-27-112-002-0004  
 17-27-112-002-0005

COMBINED FROM AS 2/11/01 BY THE COUNTY CLERK

980420001

