

UNOFFICIAL COPY

89183878

This Indenture of Mortgage Made by and Between

Louise Krupa, Divorced not since remarried
 of the City of Chicago in the County of Cook and State of Illinois
 hereinafter called the Mortgagor(s), party of the first part, and the POLISH NATIONAL ALLIANCE OF THE UNITED STATES OF NORTH AMERICA, a corporation, created and existing under and by virtue of the laws of the State of Illinois, having its principal office in Chicago, Cook County, Illinois, hereinafter called the Mortgagee, party of the second part, WITNESSETH:

WHEREAS the said Louise Krupa, Divorced not since remarried
 Mortgagor(s) herein is justly indebted to the said Mortgagee in the sum of

Ninety Seven Thousand Five Hundred and No/100 (\$97,500.00) Dollars
 secured to be paid by the one certain Principal Promissory Note of the said

Louise Krupa, Divorced not since remarried
 bearing even date herewith payable to the order of the said Mortgagee in and by which said Installment Note the said Louise Krupa, Divorced not since remarried

promise(s) to pay the sum of

(\$97,500.00)

Ninety Seven Thousand Five Hundred and No/100-- Dollars in installments as follows:
 and interest thereon in installments as provided in said Installment Note with a final payment of the balance due on or before April 1st, 2004 A.D.

~~in full at the rate of xxxxxxxx per xxxxxxxx annum payable on the whole amount of~~
 said principal sum and interest; both principal and interest are payable in
 lawful money of the United States of North America at the office of the Polish National Alliance of
 the United States of North America, in the city of Chicago, or such other place as the legal holder
 hereof may from time to time in writing appoint; and in and by which said installment note it is
 provided that each of said installments shall bear interest after such installments become due and
 payable at the highest rate for which it is in such case lawful to contract; that in case of default for
 ten (10) days in making payment of any installments of principal or of interest when due in accord-
 ance with the terms of said Note or in case of a breach of any of the covenants or agreements herein
 stipulated to be performed by the mortgagor(s) then the whole of said principal sum remaining un-
 paid, together with accrued interest thereon, shall at once of the election of the said Mortgagee or the
 legal holder or holders of said Note become immediately due and payable at the place of payment
 aforesaid without notice.

NOW THEREFORE, the said Mortgagor(s) for the better securing the payment of the principal
 sum of money aforesaid, with interest thereon according to the tenor and effect of the said principal
 promissory note(s) above mentioned, and also in consideration of the further sum of One Dollar to
 in hand paid by the said Mortgagee, at the delivery of these presents, the receipt whereof is hereby
 acknowledged, has granted, bargained, sold, remised, released, conveyed, aliened, warranted and con-
 firmed, and by these presents do grant, bargain, sell, remise, release, convey, alien, warrant and
 confirm unto the said Mortgagee, and to its successors and assigns FOREVER the following described
 real estate situated in the City of Chicago, County of Cook, and
 State of Illinois and known and described as follows, to-wit:

Lots 31 and 32 (except the North 10 feet thereof)
 in Block 1 in Myer's and Noland's Subdivision of
 Lot 1 in Court Partition of the North West 1/4 of
 the North West 1/4 of Section 11, Township 38 North,
 Range 13, East of the Third Principal Meridian, in
 Cook County, Illinois.

tax #19-11-103-051-0000
 address: 4743 S. Avers, Chicago, Illinois 60632

TOGETHER with all and singular the tenements, hereditaments, privileges, and appurtenances
 therunto belonging, and the rents, issues and profits thereof; and all apparatus and fixtures of every
 kind for the purpose of supplying or distributing heat, light, water or power, and all other fixtures
 in, or that may be placed in any building now or hereafter standing on said land, and also all the
 estate, right, title and interest of the said Mortgagor(s) of, in and to said premises.

0 S1196445 16 NA

89183878

UNOFFICIAL COPY

remaining unpaid on the indebtedness hereby secured. **FOURTH**—All of said principal indebtedness remaining unpaid. The overplus of the proceeds of sale, if any, shall then be paid to the Mortgagor(s) on reasonable request or as the Court may direct.

THAT neither said Mortgagor(s) nor his, her or their assigns shall place or permit any lien or encumbrance upon said premises unless it be by express terms subordinate to the lien hereof; that in the event any lien or encumbrance upon said premises by way of mortgage, trust deed, mechanic's lien, judgment or otherwise shall be created by the Mortgagor(s) or suffered by Mortgagor(s) to accrue or be entered after the recording hereof, it shall be subject and subordinate to the lien of this Mortgage for the full amount of the principal sum secured hereby and interest thereon, and for the full amount of any advances made under this Mortgage as hereinbefore provided for, even though the payment of the full amount of said principal sum to or on the order of the Morgagor(s) or the making of such advances, shall not have been completed before the taking effect of said subsequent liens; and any person dealing with said premises after the recording of this instrument is hereby charged with notice of and consent to this stipulation, and with a waiver of any lien, except as subject and subordinate hereto.

A DISCHARGE of this Mortgage shall be made by said Mortgagee to said Morgagor(s) or to the heirs or assigns of said Mortgagor(s) upon full payment of the indebtedness aforesaid, all costs and advancements accrued hereunder, and the performance of all of the covenants and agreements herein made by said Mortgagor(s).

That neither the said Mortgagee nor any of its agents or attorneys, nor any holder of the note(s) hereby secured shall incur any personal liability on account of anything that may be done or omitted to be done under the agreement and conditions of this Mortgage, except only for its, his or her own gross negligence or willful misconduct.

THIS Mortgage and all provisions hereof shall extend to, and be binding upon the Mortgagor(s) and all persons claiming under or through the Mortgagor(s), and shall likewise extend and apply to all successors and assigns of said Mortgagee. Rider attached hereto is a part hereof.

WITNESS the hand(s) and seal(s) of the Mortgagor(s), this 19th day of April A. D. 1989

Louise Krupa [SEAL]
Louise Krupa [SEAL]
[SEAL]

DEPT-01 [SEAL] \$15.00
T#4444 TRAN 6222 04/25/89 14:30:00
#6927 # D * 07-183878

STATE OF Illinois
COUNTY OF Cook

} S.S.

I, *Les S. Kuczynski*

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that *Louise Krupa*, Divorced not since remarried

personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *she* signed, sealed and delivered the said instrument as *her* 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 19th day of April A. D. 1989

Les S. Kuczynski
Notary Public

My Commission Expires *MAIL* 19

This instrument was prepared by *MAIL* a Notary Public in and for the State of Illinois
6100 North Cicero Avenue, Chicago, Illinois 60630-4305

BOX 52

MORTGAGE
with **Installment Note**

Louise Krupa, Divorced
not since remarried

TO
Polish National Alliance
of UNITED STATES
of NORTH AMERICA

Loan # *6066*
premises located at:
4743 S. Avers
Chicago, Illinois 60632

\$1500

89183878

89182828

THAT the said Mortgagee shall hold all policies of insurance as additional security for the indebtedness secured by this Mortgage, and for the amount secured or evidenced by any certificate or decree of foreclosure or otherwise, but may deliver such policies, to the holder of said principal note(s) or of any such certificate or to the decree creditor in case of foreclosure, and if the premises, in case of foreclosure or other proceeding, shall not be redeemed, all such policies shall be transferred to and become the property of the person obtaining a deed; that in case of loss said Mortgagee is hereby authorized to settle, adjust, compromise, and subject to arbitration and appraisal, or it may allow said Mortgagee(s) to settle with the insurance company or companies; the amount to be paid upon and apply it in payment of any indebtedness then due, secured by this Mortgage, and in reduction of the principal or any other indebtedness hereby secured, whether due or not; or allow the Mortgagee(s) to use said insurance money, or any part thereof, in repairing the damage or restoring improvements,

of any law, ordinance or ruling, in advancing moneys in that behalf as above authorized. or material men or of other liens, or into the necessarily for repairs, or into the validity or propriety the utility of tax deeds, taxes or special assessments, or of sales thereof, or of claims of mechanics aforesaid if not otherwise paid by said Mortgagee(s); that it shall not be obligatory to inquire into foreclosing this Mortgage and be paid out of the rents or proceeds of sale of the lands and premises become so much additional indebtedness secured by this Mortgage, and be included in any decree without demand, to the said Mortgagee or person or persons advancing the same, and the same shall with interest thereon at the highest rate for which it is then in such case lawfully contract, forthwith the Mortgagee, or the holder or holders of said principal note(s) to protect the lien of this mortgage, agree(s) to repay all moneys paid out for any such purposes; and any other moneys disbursed by or to foreclose the lien hereof on account of such default; and said Mortgagee(s) covenant(s) and so have failed but expressly without prejudice to the right to mature the indebtedness thereby secured may (but need not) do, or relies against any one or more such acts in which the Mortgagee(s) may or restore all buildings or improvements on said premises as hereinbefore provided, then the said Mort- rial men, or other liens or claims, or to comply with such laws, ordinances and rulings, or to rebuild or to keep the buildings on said premises in good repair, or to pay any such liens of mechanics or mate- or to pay such taxes or assessments, before the commencement of the annual tax sale in said County buildings and fixtures insured, and ten (10) days prior to expiration of any policy to renew the same, successors and assigns; further, that in case of the failure of the Mortgagee(s) thus to keep such clause to be attached to such policies, and deposit the policy or policies with the usual mortgage to make all sums recoverable upon such policies payable to the said Mortgagee by the usual mortgage party or companies as the Mortgagee or its successors or assigns may, from time to time, direct, and buildings and fixtures, not less than the sum of said indebtedness, in such responsible insurance com- insured against loss or damage by fire, lightning and tornado for the full insurable value of such fixtures that may be upon said premises at any time during the continuance of the said indebtedness, by reason of this Mortgage or the indebtedness secured thereby; and (8) to keep all buildings and costs or otherwise in preparation for or in course of litigation to which any of them may be a party the holder or holders of said note(s); all sums paid for solicitors or attorneys' fees, expenses, court government department relating to said premises; (8) on demand to pay to said Mortgagee or or damaged; (7) to comply with all laws and ordinances and all rulings of any Municipal or other damage to rebuild or restore all buildings or improvements on said premises that have been destroyed or destroyed or intended to be effected by this instrument; (6) within sixty (60) days after destruction or premises not to do or permit to be done, anything that may impair the value of said premises or the or to attach to said premises; (5) not to remove or demolish any improvement or part thereof on said any lien of mechanics or material men or any prior or co-ordinate lien of any kind to remain against interest therein to be sold or forfeited for any tax or special assessment whatsoever; (4) not to suffer and upon demand to exhibit receipts therefor, and not to suffer any part of said premises or any (3) to pay all taxes and assessments levied or assessed against said premises, or any part thereof, according to any agreement extending time of payment; (2) to keep said premises in good repair;

(1) TO PAY all indebtedness and the interest thereon as therein and in said notes provided or SAID MORTGAGEE(S), in consideration of the premises, FURTHER COVENANTS(S) and AGREES(S) with the said Mortgagee, for the uses and purposes hereof, as follows: TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures, unto the said Mortgagee, its successors and assigns, forever, for the purposes and uses herein set forth, and for the equal security of the said principal note hereinbefore described and the said interest notes or coupons, without preference or priority of any one of said principal notes over any of the others by reason of the priority of time of maturity, or of the negotiation thereof or otherwise, and free from all rights and benefits under and by virtue of the Homestead Exemption Law of the State of Illinois, which said rights and benefits the said Mortgagee(s) hereby expressly waive. And the said Mortgagee(s) warrant(s) that she has an unencumbered title in fee simple absolute to the above premises and full right and power to convey and mortgage the same and covenant(s) and agree(s) to execute and deliver, and cause to be executed and delivered, all further assurances of title necessary and by said Mortgagee deemed advisable to effectuate the first mortgage security hereby intended to be given, when, on reasonable notice, so requested by said Mortgagee.

UNOFFICIAL COPY

THAT in any proceedings hereunder, said premises may be sold as a whole without offering the same for sale in parts or parcels, and that out of the proceeds of any sale under foreclosure of this Mortgage, there shall be paid: FIRST—All the costs of such suit or suits, advertising, sale and conveyance, including Receiver's, attorney's, solicitors', and stenographers' fees, outlays for documentary evidence and cost of said abstract, Guaranty Policy and the examination of title or said minutes for foreclosure. SECOND—All the moneys advanced by the Mortgagee or by any one or more of the holders of said principal notes, for any purpose authorized in this Mortgage with interest on such advances at the highest rate for which it is now in such case lawful to contract. THIRD—All the accrued interest

incurred or advancing the same. THAT upon foreclosure of this mortgage, a reasonable sum shall be allowed for the solicitors' fees of the party seeking foreclosure, in such proceeding, and also reasonable stenographic charges and all outlays for documentary evidence and the cost of a complete abstract, or Guaranty Policy showing the whole title to said premises, and for an examination of title, or the usual expenses and charges of such foreclosure; and all such solicitors' and stenographers' fees and other expenses and costs shall become so much additional indebtedness secured by this Mortgage, and be paid as costs by said Mortgagee(s); and no suit or proceedings for foreclosure hereof shall be dismissed or otherwise disposed of until such fees, expenses and charges have been paid in full to said Mortgagee or persons hereinafter provided, upon a sale of said premises under foreclosure.

THAT IN CASE OF DEFAULT for 10 days in making payment of any interest or principal or in case of a breach of any of the covenants, conditions or undertakings herein contained to be performed by the Mortgagee(s), or in case of threatened removal or demolition of any improvements or portion thereof on said premises, then the whole of said principal sum hereby secured shall, at the option of said Mortgagee or the holder or holders of the said principal note(s) become immediately due and payable, without notice. Upon any such default the Mortgagee or the legal holder or holders of said note(s) shall have the right immediately to foreclose this mortgage. In any foreclosure proceeding the court shall, upon application at once, and without notice to the said Mortgagee(s) or any party claiming under said Mortgagee(s) and without giving bond on such application (such notice and bond being hereby expressly waived) and also without reference to the then value of said premises, to the use of said premises as a home, and or to the solvency or insolvency of any person liable for any said indebtedness, appoint a Receiver with power to collect the rents, issues and profits of the said premises, then due or to become due, during the pendency of such foreclosure suit, and until the time to redeem same shall expire (such rents, issues and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by this mortgage), this provision for appointment of a Receiver being expressly a condition upon which the loan hereby secured was made; further, that said Receiver (or out of said rents pay prior or co-ordinate liens, the taxes, assessments, water rates and insurance on said premises, then due and unpaid or accruing whether before or after the filing of such bill, and for any necessary repairs thereon, and the amount of any deficiency decree; that no prepayment of any said bill shall be procured or permitted at any time without the written consent of the said Mortgagee, and that the said Mortgagee, its successors or assigns or some other suitable person or corporation may be appointed such Receiver; provided that, in case of any default or breach as aforesaid, as a concurrent remedy and measure for making effective the terms, provisions and purposes hereof, it shall be lawful for the said Mortgagee its agents, or attorneys, to enter upon and take possession of said premises and property, to expel and remove any person, goods, or chattels, occupying or upon the same, and to collect and receive all rents, issues and profits thereof, and to manage and control the same, and to lease the same, or any part thereof, from time to time, and after deducting all reasonable fees, reasonable counsel and attorney fees, and all expenses incurred in the protection, care, repair and management of said premises, apply the remaining net income upon the indebtedness hereby secured, in the same manner as is hereinafter provided, upon a sale of said premises under foreclosure.

THAT the liability of the maker(s) of the said principal note(s) shall under all circumstances whatsoever continue in its original force until the said principal note(s) and interest are paid in full; that the said Mortgagee or the holder or holders of said principal note(s) may at any time by written and signed agreement with the then record owner of said premises, or with the heirs, executors, administrators, devisees or assigns of such record owner, or with any one or more of the persons liable, whether primarily or secondarily, for the payment of any indebtedness secured hereby, without notice to any other of such persons, extend the time of payment of said indebtedness, or any part thereof, without thereby impairing or affecting the lien of this Mortgage or releasing any such person from any liability for said indebtedness; that this Mortgage shall be security for all additional interest under said extension agreement.

without affecting the lien hereof for the full amount secured hereby before such damage or loss or payment over of the insurance proceeds to Mortgagee(s) took place; that in case of a loss pending or after foreclosure, the proceeds of any policies, if not applied as aforesaid in repairing damage or restoring improvements, shall be used to pay the amount due in accordance with the decree of foreclosure and any other indebtedness secured hereby, and the balance, if any, shall be paid to the owner of the equity of redemption or as the court may direct. The Mortgagee herein is hereby irrevocably appointed the attorney in fact of the Mortgagee(s) for and in her name(s) and stand to execute and deliver receipts, releases and other writings as shall be requisite to completely accomplish the collection of any insurance money as aforesaid.

82881878

UNOFFICIAL COPY

RIDER

This Rider is incorporated into the Mortgage dated this 19th day of April 1989, signed by Louise Krupa, Divorced ~~not since remarried~~, and is deemed to amend and supplement the same.

In addition to the agreement and provision of said Mortgage, the undersigned agree as follows:

1. Any provisions of said Mortgage which are inconsistent with the provisions of this Rider are hereby amended or negated to the extent necessary to conform said Mortgage to the provisions of this Rider.
2. In order to provide for the payment of taxes and other annual charges upon the property securing the indebtedness, Mortgagor shall pay to Mortgagee on the first day of each month commencing on the 1st day of April 1989, one twelfth of the estimated annual Real Estate tax bill (based on the then most recent tax bill). Mortgagor shall be responsible for applying those funds to the tax bills thereafter due. Where such funds are sufficient, Mortgagor upon Mortgagee's demand, shall immediately pay to Mortgagee the balance necessary to pay those tax bills. At Mortgagor's request from time to time, Mortgagee shall provide Mortgagor with evidence that such taxes and insurance have been paid.
3. In the event Mortgagor, his heirs, executors or administrators, assign, convey, contract to convey or otherwise dispose of the mortgaged premises or any part thereof, without a prior consent in writing of the Mortgagee or in case of Mortgagor's failure to maintain beneficial membership status in good standing with the Mortgagee, Mortgagee may, at his discretion, declare the entire indebtedness to be immediately due and payable, without notice to Mortgagor (which is hereby expressly waived by Mortgagors) and upon such declaration the entire indebtedness shall be immediately due and payable.
4. The failure of Mortgagee to exercise Mortgagee's option for acceleration of maturity and/or foreclosure following any default under the Mortgage, or to exercise any other option granted Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of partial payment hereunder shall constitute a waiver of any such default, except as maybe provided by law, nor extend or affect the grace period, if any, but such option shall remain continuously in force. Acceleration of maturity once claimed hereunder by Mortgagee may, at the option of Mortgagee, be rescinded by written acknowledgement to that effect by Mortgagee, but the tender and acceptance of partial payment alone shall not in any way effect or rescind such acceleration of maturity, except as provided by law, nor extend or affect the grace period, if any.
5. Mortgagors covenant and agree that they will not create or permit to be created any lien, inferior or superior to the lien of this Mortgage, without having first obtained a written approval of the Mortgagee.
6. Mortgagor agrees to pay all costs of collection, including a reasonable attorney's fee, in case the principal of the Installment Note secured by this Mortgage, or any payment on the principal or interest thereon is not paid at the respective maturity thereof, or to pay all costs, including reasonable attorney's fee, in case it becomes necessary to protect the security thereof, whether a suit be brought or not.

Louise Krupa
Louise Krupa

60187878

UNOFFICIAL COPY

Property of Cook County Clerk's Office

89183878