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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 Mortgagor(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 Mortgagor(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 25th day of April A. D. 19 89

Casimir Borowski(SEAL)
Casimir Borowski(SEAL)
Grace Borowski(SEAL)
Grace Borowski(SEAL)

STATE OF Illinois
COUNTY OF Cook

} S.S.
THE UNDERSIGNED

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Casimir Borowski and Grace Borowski, his wife

personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their 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 25th day of April A. D. 1989

[Signature]
Notary Public.

My Commission Expires *MAIL TO 3-4-90*
This Instrument was prepared by Les S. Kuczynski, Attorney at Law
6100 North Cicero Avenue, Chicago, Illinois 60645-4385

BOX 52

MORTGAGE
with Installment Note

CASIMIR BOROWSKI and
GRACE BOROWSKI, his wife

TO
Polish National Alliance
of UNITED STATES
of NORTH AMERICA

LOAN NO. M - 6055
Premises located at:
8140 W. 84th Street
Justice, Illinois 60458

CZESLAW L. RAWSKI
ATTORNEY AT LAW
6100 N. Cicero Ave. Chicago, ILL. 60645
Tel. 285-0388

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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 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 the loss, and in either case said Mortgagee is authorized to collect and receipt for any insurance money 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,

(1) TO PAY all indebtedness and the interest thereon as therein and in said notes provided or according to any agreement extending time of payment; (2) to keep said premises in good repair; (3) to pay all taxes and assessments levied or assessed against said premises, or any part thereof, and upon demand to exhibit receipts therefor, and not to suffer any part of said premises or any interest therein to be sold or forfeited for any tax or special assessment whatsoever; (4) not to suffer any lien of mechanic or material men or any prior or co-ordinate lien of any kind to remain against or to attach to said premises; (5) not to remove or demolish any improvement or part thereof on said premises nor to do or permit to be done, anything that may impact the value of said premises or the security intended to be effected by this instrument; (6) within sixty (60) days after destruction or damage to rebuild or restore (all buildings or improvements on said premises that have been destroyed or damaged; (7) to comply with all laws and ordinances and all rulings of any Municipal or other governmental department relating to said premises; (8) on demand to pay to said Mortgagee or the holder or holders of said note(s) all sums paid for solicitors or attorney's fees, expenses, court costs or otherwise in preparation for or in course of litigation to which any of them may be a party by reason of this Mortgage or the indebtedness secured thereby; and (9) to keep all buildings and fixtures that may be upon said premises, at any time during the continuance of the said indebtedness, insured against loss or damage by fire, lightning and tornado for the full insurable value of such buildings and fixtures, not less than the sum of said indebtedness, in such responsible insurance company or companies as the Mortgagee or its successors or assigns may, from time to time, direct, and to make all sums recoverable upon such policies or policies with the said Mortgagee the usual Mortgage clause to be attached to such policies, and deposit the policy or policies with the said Mortgagee the successors and assigns; further, that in case of the failure of the Mortgagee(s) thus to keep such buildings and fixtures insured, and ten (10) days prior to expiration of any policy to renew the same, or to pay such taxes or assessments, before the commencement of the annual tax sale in said County or to keep the buildings on said premises in good repair, or to pay any such liens of mechanics or material men, or other liens or claims, or to comply with such laws, ordinances and rulings, or to rebuild or restore all buildings or improvements on said premises as hereinbefore provided, then the said Mortgagee, or the holder or holders of said principal note(s) or any of them at its, his, her or their option, may (but need not) do, or relieve against any one or more such acts in which the Mortgagee(s) may no have failed but expressly without prejudice to the right to mature the indebtedness thereby secured or to foreclose the lien hereof on account of such default; and said Mortgagee(s) covenant(s) and agree(s) to repay all moneys paid out for any such purposes; and any other moneys disbursed by the Mortgagee, or the holder or holders of said principal note(s) to protect any of this mortgage, with interest thereon at the highest rate for which it is then in such case lawfully contract, forthwith without demand, to the said Mortgagee or person or persons advancing the same, and the same shall become so much additional indebtedness secured by this Mortgage, and be included in any decree foreclosing this Mortgage and be paid out of the rents or proceeds of sale of the lands and premises covered if not otherwise paid by said Mortgagee(s); that it shall not be obligatory to inquire into the validity of tax deeds, taxes or special assessments, or of sales therefor, or of claims or mechanics or material men or of other liens, or into the necessity for repairs, or into the validity or propriety of any law, ordinance or ruling, in advancing moneys in that behalf as above authorized.

SAID MORTGAGOR(S), in consideration of the premises, FURTHER COVENANT(S) and AGREE(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 notes 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 they have 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.

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RIDER

This Rider is incorporated into the Mortgage dated this 25th day of April 1989, signed by CASIMIR BOROWSKI and GRACE BOROWSKI, his wife, 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 May 1989, one twelfth of the estimated annual Real Estate Tax Bill (based on the then most recent tax bill). Mortgagee 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 Mortgagors (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.

Casimir Borowski
CASIMIR BOROWSKI

Grace T. Borowski
GRACE BOROWSKI

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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1911.

CLERK OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1911.

CLERK OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1911.

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CLERK OF COOK COUNTY

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Cook, Illinois, this 1st day of January, 1911.

Property of Cook County Clerk's Office

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