

This Indenture of Mortgage *Made by and Between*

John Slonlee and Mary Slonlee, his wife

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 Mortgeree, party of the second part, WITNESSETH:

WHEREAS the said John Blonlee and Mary Blonlee, his wife
Mortgagor(s) herein are justly indebted to the said Mortgagee in the sum of

One Hundred Twenty Thousand and No/100 (\$120,000.00) Dollars
secured to be paid by the one certain Principal Promissory Note of the said

John Slonice and Mary Slonice, his wife

bearing even date herewith payable to the order of the said Mortgagor in and by which said Installment Note the said John Blonie and Mary Blonie, his wife

promise(s) to pay the sum of

One Hundred Twenty Thousand and No/100 (\$120,000.00) Dollars ~~XXXXXXXXXXXXXX~~
and interest thereon in installments as provided in said Instalment Note with
a final payment of the balance due on or before April 1st, 2004 A.D.

XX-2440

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 said 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 installment of principal or of interest when due in accordance 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 unpaid, together with accrued interest thereon, shall at once at the election of the said Mortgagors 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 be in hand paid by the said Mortgagor, at the delivery of these presents, the receipt whereof is hereby acknowledged, have granted, bargained, sold, remised, released, conveyed, aliened, warranted and confirmed, and by these presents do grant, bargain, sell, remise, release, convey, alien, warrant and confirm unto the said Mortgagor, and to its successors and assigns FOREVER the following described real estate situated in the City of Norridge, County of Cook, and State of Illinois and known and described as follows, to-wit:

Lot 100 in David Gowdy's Subdivision of the West
825 feet of the East 990 feet of the South 1/2
of that part of the West 1/2 of the South West
1/4 of Section 11, Township 40 North, Range 12,
East of the Third Principal Meridian, lying South
of the North 40 rods thereof, in Cook County, Illinois.

Tax #12-11-317-011
address: 4845 N. Leonard Drive, Norridge, Illinois 60656

TOGETHER with all and singular the tenements, hereditaments, privileges, and appurtenances thereunto 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.

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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 Mortgagors 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 24th day of April A. D. 19 89

John Sloniec [SEAL]
Mary Sloniec [SEAL]
Mary Sloniec [SEAL]

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 John Sloniec and Mary Sloniec, 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 24th day of April A. D. 19 89

Les S. Kuczynski Notary Public

My Commission Expires 19.

This instrument was prepared by Les S. Kuczynski, Attorney at Law
6100 North Cicero Avenue, Chicago, Illinois 60656

BOX 52

MORTGAGE with Instalment Note

John Sloniec and
Mary Sloniec, his wife

TO

Polish National Alliance
of UNITED STATES
of NORTH AMERICA

Loan #N-6065

premises locate at:

1845 N. Leonard Drive
Norridge, Ill. 60656

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THAT (the said Agent holding all postleter of zinuwanee a additioinal accertify for the in-
debtanee accrued by thia Murrage, and for the amount accrued or evindencee of
deccreee of forcalourue or otharwize, but may deliverer such pollicia, to the holder of said princiial note(s)
or of any such certifficate or to the deccreer cardiller in care of forccolarue, and if the princiial note(s)
of forcalourue or otharwize, all much paid or paid to the amoutn accrued by any certifficate or
deccreee of forcalourue or otharwize, but may deliverer such pollicia, to the holder of said princiial note(s)

SAID MORTGAGORS, in consideration of the premises, purporting hereto, as follows:

TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures, unto the said Mortgagor, the Successors, heirs and assigns, forever, for the purpose 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 other by reason of time of maturity, or of the negotiation thereof or otherwise, and the free from all rights and benefits under and by virtue of the Homeestead Employment Laws of the State of Illinois, which said rights and benefits the said Mortgagor(a) hereby expressly waives. And the said Mortgagor(a) warrants(a) that they have an unencumbered title in fee simple absolute to the above premises and power to convey and further assurances of title agree(s) to execute and deliver, and charge to be executed and delivered, all further assurances of title necessary and sufficient to give, an reasonable notice, so required by law.

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THAT in any proceeding whereunder, 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 jurisdiction of this court.

THAT upon foreclosing, a reasonable sum shall be allowed for the collector's expenses of the party seeking foreclosure, in much proceeding, and also reasonable expenses incurred in suit to aid mortgagee or persons intervening or advancing the same.

THAT the liability of the maker(s) of the said principal note(s) shall under all circumstances whatsoeuer continue in its original force until the said principal note(s) and interest are paid in full; that the said principal note(s) may at any time be written and signed by either of the holders of said principal note(s) and principal note(s) shall be held by the holder or holders of said principal note(s) and interest are paid in full;

without affecting the claim hereof for the full amount accrued hereby before such damage or payment over of the insurance proceeds to Mortagor(s) took place; that in case of a loss pending or after foreclosure, the proceeds of any policy, if not applied as afforded in repairing damage or restoring improvements, shall be used to pay the amount due in accordance with the decree of court 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 Mortagagee herein is hereby irrevocably appointed the attorney or as the court may direct, for and in the name(s) and stead to execute and deliver receipts, releases and other writings as shall be requisite to complete the collection of any insurance money as aforesaid.

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RIDER

This Rider is incorporated into the Mortgage dated this 24th day of April 1989, signed by John Slonice and Mary Slonice, 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 Mortgaggee 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). Mortgaggee shall be responsible for applying those funds to the tax bills thereafter due. Where such funds are sufficient, Mortgagor upon Mortgaggee's demand, shall immediately pay to Mortgaggee the balance necessary to pay those tax bills. At Mortgagor's request from time to time, Mortgaggee 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 Mortgaggee or in case of Mortgagor's failure to maintain beneficial membership status in good standing with the Mortgaggee, Mortgaggee 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 Mortgaggee to exercise Mortgaggee's option for acceleration of maturity and/or foreclosure following any default under the Mortgage, or to exercise any other option granted Mortgaggee hereunder in any one or more instances, or the acceptance by Mortgaggee 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 Mortgaggee may, at the option of Mortgaggee, be rescinded by written acknowledgement to that effect by Mortgaggee, 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 Mortgaggee.

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.

John Slonice

John Slonice

Mary Slonice

Mary Slonice

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COOK COUNTY RECORDER

1/16/00

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