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This Indenture of Mortgage

Made by and Between

Ronald P. Balek and Patricia L. Balek, his wife

of the City of Melrose Park *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* Ronald P. Balek and Patricia L. Balek, his wife *Mortgagor(s) herein* are *justly indebted to the said Mortgagee in the sum of*

Thirty Four Thousand and No/100 ($34,000.00) Dollars

secured to be paid by the one certain Principal Promissory Note of the said

Ronald P. Balek and Patricia L. Balek, his wife

bearing even date herewith payable to the order of the said Mortgagee in and by which said Installment Note the said Ronald P. Balek and Patricia L. Balek, his wife *promise(s) to pay the sum of*

Thirty Four Thousand and No/100 ($34,000.00) -----*Dollars* xxxxxxxxxxxxxxxxxxxx and interest thereon in installments as provided in said Installment Note with a final payment of the balance due on or before May 1, 1999 A.D.

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~~, with interest at the rate of xxxxxxxx per cent per annum payable xxxxxxxxxxxx on the whole amount of said principal sum remaining from time to time unpaid~~*; 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 installments 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 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,* have *granted, bargained, sold, remised, released, conveyed, aliened, warranted and confirmed, and by these presents do*es *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* Melrose Park *, County of* Cook *, and State of* Illinois *and known and described as follows, to-wit:*

Lot 4 in Block 7 in Second Addition to Leyden Gardens, a Subdivision of the East two-thirds of the West half of the North East quarter of Section 33, Township 40 North, Range 12, East of the Third Principal Meridian (except the East half of the West two-thirds of the South half of the South West quarter of said North East quarter) in Cook County, Illinois.

Permanent Tax Number 12-33-210-014
Property Address 2238 N. Emerson Street
Melrose Park, Illinois 60160

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.*

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 12th *day of* May *A. D. 19* 89

Ronald P. Balek [SEAL]

DL B420-7354-0038 Ronald P. Balek [SEAL]

Patricia L. Balek [SEAL]

DL B420-0824-4934 Patricia L. Bialek [SEAL]

STATE OF Illinois
COUNTY OF Cook } S.S.

I, Lucille Cline

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Ronald P. Balek and Patricia L. Bialek, his wife

personally known to me to be the same person s whose name s are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that t he y 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 12th day of May A. D. 1989

Lucille Cline
Notary Public Signature Only - Notary Public.

My Commission Expires May 1990

Mail to

This instrument was prepared by Les S. Kuczynski, Attorney-at-Law
6100 North Cicero Avenue, Chicago, Illinois 60646-4505

BOX 52

MORTGAGE
with Installment Note

Ronald P. Balek and
Patricia L. Balek, his wife

TO

Polish National Alliance
of UNITED STATES
of NORTH AMERICA

Loan #M-6072

premises located at:

2238 N. Emerson Street
Melrose Park, Ill. 60160

89284573

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 Laws of the State of Illinois, which said rights and benefits the said Mortgagor(s) hereby expressly waive. And the said Mortgagor(s) warrant(s) that they *ha* ve *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.*

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:

(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 mechanics 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 impair 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 attorneys' 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 payable to the said Mortgagee by the usual mortgage clause to be attached to such policies, and deposit the policy or policies with the said Mortgagee its successors and assigns; further, that in case of the failure of the Mortgagor(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 Mortgagor(s) may so 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 Mortgagor(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 the lien of this mortgage, with interest thereon at the highest rate for which it is then in such case lawful to 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 aforesaid if not otherwise paid by said Mortgagor(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 of 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.

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 appraisement, or it may allow said Mortgagor(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 Mortgagor(s) to use said insurance money, or any part thereof, in repairing the damage or restoring improvements,

without affecting the lien hereof for the full amount secured hereby before such damage or loss or payment over of the insurance proceeds to Mortgagor(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 Mortgagor(s) for and in their *name(s) and stead to execute and deliver receipts, releases and other writings as shall be requisite to completely accomplish the collection of any insurance money as aforesaid.*

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, successors 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.

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 Mortgagor(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 once, 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 Mortgagor(s) or any party claiming under said Mortgagor(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 homestead, 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 may 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 rents 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 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 minutes for the purpose of such foreclosure; and all such solicitors' and stenographers' fees and other expenses and charges shall become so much additional indebtedness secured by this Mortgage, and be paid as costs by said Mortgagor(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 incurring or advancing the same.

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 Receivers', attorney', 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

RIDER

This Rider is incorporated into the Mortgage dated this 12th day of May 1989, signed by Ronald P. Balek and Patricia L. Balek, his wife, and is demmed to amend and supplement the same.

$15.25
T#1111 TRAN 0572 06/12/89 09:33:00
#1475 # A *-89-264673
COOK COUNTY RECORDER

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 June 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 dipose 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 acceration of maturity and/or foreclosure following any dafault 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 br 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.

Ronald P. Balek — Patricia L. Balek

Ronald P. Balek — Patricia L. Balek

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