

# UNOFFICIAL COPY

(Individual Form)

Mortgage 906213-02

10-15-81

Loan No. 61-60213-02

THE UNDERSIGNED,

TADEUSZ K. GAWLOWSKI and BARBARA K. GAWLOWSKI, HUSBAND AND WIFE

of VILLAGE OF ELMWOOD PARK, County of COOK, State of ILLINOIS

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

## CRAIG FEDERAL BANK FOR SAVINGS

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA  
hereinafter referred to as the Mortgagee, the following real estate in the County of COOK  
in the State of ILLINOIS, to wit:

LOT 11 AND THE SOUTH 10 FEET OF LOT 10 IN BLOCK 1 IN ELLSWORTH  
SUBDIVISION ON THE WEST 1/2 OF THE SOUTH EAST 1/4 OF SECTION 25,  
TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL  
MERIDIAN, IN COOK COUNTY, ILLINOIS, COMMONLY KNOWN AS 2724 NORTH  
74TH AVENUE, ELMWOOD PARK, ILLINOIS 60635.  
PERMANENT INDEX #12-25-403-041

DEFT-01 RECORDING \$14.00  
T#7777 TRAN 7831 12/21/90 15:32:00  
#5563 # G \*-90-620552  
COOK COUNTY RECORDER

90620552

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, including all apparatus, equipment fixtures, or articles, whether in single units or centrally controlled, used to supply heat, gas, air conditioning, water, light, power, refrigeration, ventilation or other services, and any other thing now or hereafter therein or thereon, the furnishing of which by lessee to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, fire door locks, awnings, stoves and water heaters (all of which are intended to be and are hereby declared to be a part of said real estate whether physically attached thereto or not), and also together with all covenants and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagee does hereby release and waive.

### TO SECURE

- (1) (a) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of NINETY-FIVE THOUSAND AND NO /100 Dollars 95000.00, which Note, together with interest thereon as therein provided, is payable in monthly installments of NINE HUNDRED THIRTY-TWO AND 56/100 Dollars 932.56, commencing the 1ST day of FEBRUARY in 19 91, which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(b)

(2) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in excess of ONE HUNDRED FOURTEEN THOUSAND AND NO /100 Dollars 114000.00, provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in accordance with covenants contained in the Mortgage.

(3) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

### THE MORTGAGOR COVENANTS:

A. (1) To pay said indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of payment thereof, (2) To pay when due and before any penalty attaches thereto all taxes, special taxes, special assessments, water charges, sewer service charges, and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor, and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement. (3) To keep the improvements now or hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against, and to provide public liability insurance and such other insurance as the Mortgagee may require, until said indebtedness is fully paid, or in case of foreclosure, until expiration of the

1400

**UNOFFICIAL COPY**

Property of Cook County Clerk's Office  
50620552

Box ..... 403

**MORTGAGE**

GAWLICKI, GAWLICKI

to

CRAIGIN FEDERAL BANK FOR SAVINGS

PROPERTY AT:  
2724 N. 74TH AVENUE  
ELMWOOD PARK, ILLINOIS 60635

Loan No. 01-60213-02

# UNOFFICIAL COPY

statutory period during which to file a bill of complaint; however, have the undivided power at the time of sale to collect rents and profits from said premises without affecting the lien hereof. Mortgagor shall have all powers of any which it might have had ~~with or other paragraph 16~~ so far as may be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mortgagee's possession ceases.

K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before as well as after the sale, towards the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not; and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease juncture to the lien hereof.

L. That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefor arises.

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 5TH

day of DECEMBER , A.D. 19 90

*Tadeusz K. Gawlowski*  
TADEUSZ K. GAWLOWSKI

(SEAL)

(SEAL)

*Barbara K. Gawlowski*  
BARBARA K. GAWLOWSKI

(SEAL)

(SEAL)

STATE OF ILLINOIS

COUNTY OF COOK

I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT TADEUSZ K. GAWLOWSKI and BARBARA K. GAWLOWSKI, HUSBAND AND WIFE personally known to me to be the same person & whose name & are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that *5th* 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 all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal, this 5TH day of DECEMBER, A.D. 19 90.

*Seal*  
Notary Public

90620552

MY COMMISSION EXPIRES \_\_\_\_\_

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS  
OF CRAGIN FEDERAL BANK FOR SAVINGS  
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

# **UNOFFICIAL COPY**

In case the mortgaged property, or any part thereof, shall be put up for sale for damages to any independent vendor at his sole discretion, the mortgagee is hereby granted a power of sale over the undeliverable amount of the mortgagee's fee.

supplies, if any, shall be paid to the distributor; and the purchaser shall not be obliged to pay to the distributor any part of the purchase price.

It does not paid shall be awarded to and be a part of the debt hereby caused. All such amounts shall be deducted by the debtors to the highest contract rate of 1% to no such deduction, shall be added to and be a part of any debts or judgments as a part of said mortgage debt and shall include interest at the highest contract rate of 1% to no such

and do not add to the debt service, thereby reducing the amount available for investment in the business.

If the borrower ceases to occupy the property as his principal residence

notices, all future accrued liability under the Agreement and by paying the balance of the amount due under the Agreement.

With the exception of the first two items, the remaining items are not subject to the same restrictions as the first two items. The first two items are restricted to the extent that they are used to pay off debts or to purchase assets that are not part of the company's normal operations. The remaining items are not restricted in this way.

E. There is in the instant hearing to determine if adult note and obligation whether the entire amount shall have been advanced to the Plaintiff at the may do or omit to do hereunder.

(1) The first step in the process of performing any of the tests described above is to determine the total amount of protein in the sample. This can be done by adding a known amount of standard protein to the sample and then performing the test. If the test results are positive, then the sample contains protein. If the test results are negative, then the sample does not contain protein.

- c) These marginally costless providers for additional services which may be needed at the option of the subscriber and arranged by this carriage agreement.
- d) The marginally costless providers for additional services which may be needed at the option of the subscriber and arranged by this carriage agreement.
- e) The marginally costless providers for additional services which may be needed at the option of the subscriber and arranged by this carriage agreement.
- f) The marginally costless providers for additional services which may be needed at the option of the subscriber and arranged by this carriage agreement.