

UNOFFICIAL COPY

90178650

Loan No. _____

MORTGAGE

THE ABOVE SPACE FOR RECORDER'S USE ONLY

THIS INDENTURE, made April 9th 19 90 between Zbigniew Pakulski and Krystyna Pakulski, his wife

(herein referred to as "Mortgagors,") and GLADSTONE-NORWOOD TRUST & SAVINGS BANK, a banking corporation organized under the laws of the State of Illinois, doing business in Chicago, Illinois, (herein referred to as "Mortgagee,") WITNESSETH THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of Forty thousand and 00/100ths

dollars (\$ 40,000.00) evidenced by a certain Promissory Note of even date herewith executed by Mortgagors, payable to the order of the Mortgagee and delivered, by which Note Mortgagors promise to pay said principal sum and interest on the balance of principal remaining from time to time unpaid at the rate of Eleven per cent (11.00 %) per annum prior to maturity, at the office of Mortgagee of Chicago, Illinois, in 1 successive monthly installments commencing July 9th, 19 90, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$ 41,096.99 P + I each, and said last installment to be the entire unpaid balance of said sum, together with interest on the principal of each installment after the original maturity date thereof at 12.00 % per annum; together with all costs of collection, including reasonable attorneys' fees, upon default, (hereinafter referred to as the "Note"),

NOW, THEREFORE, the Mortgagors to secure the payment of said Note in accordance with its terms and the terms, provisions and limitations of this Mortgage, and all extensions and renewals thereof, and for the further purpose of securing the payment of any and all obligations, indebtedness and liabilities of any and every kind now or hereafter owing and to become due from the Mortgagors or any of them to the Mortgagee or to the holder of said Note or to the Assignee of the Mortgagee during the term of this mortgage, created, incurred, evidenced, acquired or arising, under the Note or this mortgage together with interest and charges as provided in said Note and any and all renewals of extensions or any of the foregoing, and the performance of the covenants and agreements herein contained, by the Mortgagors to be performed, and also in consideration of One Dollar in hand paid, the receipt whereof is hereby acknowledged, do by these presents Mortgage and Warranty to the Mortgagee, its successors and assigns, the following described Real Estate in the County Cook and State of Illinois, to wit:

FIN. 13-26-107-019
Lot 20 in Heafield's subdivision of Lot 1 in Davlin, Kelley and Carroll's subdivision in the Northwest 1/4 of section 26, Township 40 North, Range 13, East of the Third Principal Meridian in Cook County, Illinois.

Property Address: 3121 N. Monticello
Chicago, Illinois 60618

DEPT-01 RECORDING \$14.00
T#4444 TRAN 3965 04/19/90 14:38:00
#165 # D *-90-178650
COOK COUNTY RECORDER

THIS IS A SECOND MORTGAGE

which, with the property hereinafter described, is referred to herein as the "premises." TOGETHER with all improvements, tenements, easements, fixtures and appurtenances thereto belonging, and all rents, issues and profits thereof for so long and during all such times as Mortgagors may be entitled thereto (which are pledged primarily and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used to supply heat, gas, air conditioning, water, light, power, refrigeration (whether single units or centrally controlled), and ventilation, including (without restricting the foregoing), screens, window shades, storm doors and awnings, floor coverings, ladder beams, awnings, stoves and water heaters. All of the foregoing are declared to be a part of said real estate whether physically attached thereto or not, and it is agreed that all similar apparatus, equipment or articles hereafter placed on the premises by the Mortgagors or their successors shall be considered as constituting part of the real estate.

TO HAVE AND TO HOLD the premises unto the Mortgagee, its successors and assigns, forever, for the purposes herein set forth, 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 Mortgagors do hereby expressly release and waive.

This Mortgage consists of two pages. The covenants, conditions and provisions appearing on page 2 (in reverse side hereof) among other things, require Mortgagors to keep the premises in repair, insured and free of liens and to pay and discharge prior liens and taxes, provide that if not paid by Mortgagors, the costs of such repairs, insurance, prior liens and taxes paid by Mortgagee constitute additional indebtedness secured hereby, provide for tax and insurance deposits, for acceleration of maturity of the Note and foreclosure hereof in case of default and for the allowance of Mortgagee's attorneys' fees and expenses of foreclosure, and are incorporated herein by reference, are a part hereof, and shall be binding on the Mortgagors and those claiming through them.

In the event Mortgagors sell or convey the premises, or if the title thereto or any interest therein shall become vested in any manner whatsoever in any other person or persons other than Mortgagors, Mortgagee shall have the option of declaring immediately due and payable all unpaid installments on the Note and enforcing the provisions of this Mortgage with respect thereto unless prior to such sale or conveyance Mortgagee shall have consented thereto in writing to the prospective purchasers or grantees shall have executed a written agreement in form satisfactory to the Mortgagee assuming and agreeing to be bound by the terms and conditions of said Note and this Mortgage.

Signed and sealed by the Mortgagors the date first above written.

(SIAL) Zbigniew Pakulski (SIAL)
Zbigniew Pakulski
(SIAL) Krystyna Pakulski (SIAL)
Krystyna Pakulski

STATE OF ILLINOIS) I, _____ the undersigned _____ a Notary Public in and for and residing in said County,
COUNTY OF COOK) SS in the State aforesaid, DO HEREBY CERTIFY THAT Zbigniew Pakulski and Krystyna Pakulski, his
who are personally known to me to be the same person s whose name s are wife 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 all rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal this 9th day of April A.D. 19 90

This document prepared by
Antoinette Marie Anderson
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Y
GLADSTONE-NORWOOD TRUST & SAVINGS BANK
5200 N. CENTRAL
CHICAGO, IL 60630
RECORDER'S OFFICE BOX NO. _____ 34

Notary Public
FOR RECORDERS INDEX PURPOSES INSERT STREET ADDRESS OF ABOVE DESCRIBED PROPERTY HEREIN
3121 N. Monticello
Chicago, Illinois 60618
ANTOINETTE M. ANDERSON
Notary Public
90178650
1400

UNOFFICIAL COPY
ENVIRONMENTAL PROTECTION AGENCY RIDER D
(E.P.A.)

This E.P.A. RIDER is made this 9th day of April, 1990, and is incorporated into and shall be deemed to amend and supplement the Mortgage, deed of Trust or Security Deed (the "Security Instrument") of the undersigned (the "Borrower") to secure Borrower's Note Gladstone-Norwood Trust & Savings Bank (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3121 N. Monticello, Chicago, Illinois 60618

(Property Address)

A. Mortgagor covenants that the buildings and other improvements constructed on, under or above the subject real estate will be used and maintained in accordance with the applicable E.P.A. regulations and the use of said buildings by Mortgagor, or Mortgagor's lessees, will not unduly or unreasonably pollute the atmosphere with smoke fumes, noxious gases or particulate pollutants in violation of any such regulations; and in case Mortgagor (or said Lessees) are served with notice of violation by any such E.P.A. agency or other municipal body, that it will immediately cure such violations and abate whatever nuisance or violation is claimed or alleged to exist.

B. Mortgagor represents to Mortgagee prior to the date hereof, the Premises have not been used by Mortgagor or, to the best of Mortgagor's knowledge, by any other party, and the Premises shall not at any time hereafter be used by Mortgagor or any tenant or any other person or entity for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any Hazardous Material. The term "Hazardous Material," when used herein, shall include, but shall not be limited to, any substances, materials or wastes that are regulated by any local governmental authority, the state where the Premises is located, or the United States of America because of toxic flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including asbestos and including any materials or substances that are listed in the United States Department of Transportation Hazardous Materials Table, as amended 49 C.F.R. 172.101, or in the Comprehensive Environmental Response, Compensation and Liability Act, as amended 42 U.S.C. subsections 9601, et seq., or the Resource Conservation and Recovery Act, as amended 42 U.S.C. subsections 6901, et seq., or any other applicable governmental regulation imposing liability or standards of conduct concerning any hazardous, toxic or dangerous substances, waste or material, now or hereafter in effect.

C. Mortgagor hereby agrees to indemnify, defend and hold Mortgagee harmless from and against any claims, damages, actions, liabilities, causes of action, suits, investigations and judgments of any nature whatsoever, including without limitation, attorneys' fees and expenses, incurred by Mortgagee in connection with any breach of the representations and warranties set forth in subparagraph B above. The foregoing indemnity shall survive the pay off of the loan evidenced by the Note hereby secured.

D. During the term of the loan evidenced by the Note hereby secured, Mortgagee shall have the right, at its option, to retain, at Mortgagor's expense, an environmental consultant who shall prepare a report indicating whether the premises contain or are being used for any activities involving, directly or indirectly, the use, generation, treatment, storage or disposal of any hazardous or toxic chemical, material, substance or waste, including, without limitation, the items described in subparagraph B of this Paragraph 33. Mortgagor hereby grants to Mortgagee and Mortgagee's agents, employees, consultants and contractors the right to enter upon the Premises and to perform such tests on the Premises as are reasonably necessary to conduct any such investigation.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this rider.

(seal)

-Borrower

Zbigniew Paklowski
Zbigniew Paklowski

(seal)

-Borrower

Krystyna Pakulski
Krystyna Pakulski

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Property of Cook County Clerk's Office

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