

UNOFFICIAL COPY MORTGAGE

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THIS INDENTURE WITNESSETH: That the undersigned
Andrzej Borowski and Genowefa Borowski, his wife

of the City of Chicago County of Cook State of Illinois,
hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

DAMEN SAVINGS AND LOAN ASSOCIATION
now known as DAMEN FEDERAL BANK FOR SAVINGS

a corporation organized and existing under the laws of the State of Illinois, hereinafter referred to as the Mortgagee, the following real estate, situated in the County of Cook in the State of Illinois, to wit:

Lot 32 (except the South 5 feet thereof) and the South 10 feet of Lot 33 in Block 8 in Rosedale, being a Subdivision by John N. Staples of the East half of the East half of the North West Quarter of Section 10, Township 38 North, Range 13, East of the Third Principal Meridian, in Cook County, Illinois. *z*

5041 South Kenneh, Chicago, Illinois 60632
Permanent Index # 19-10-124-003 *z*

"This mortgage hereby incorporates the Affidavit of Occupancy dated August 16, 1991."

DEPT-01 RECORDING #13.29
T#4444 TRAN 2357 08/26/91 14:05:00
#6921 & D *-91-437548
COOK COUNTY RECORDER

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, 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 otherwise and any other thing now or hereafter therein or thereon the furnishing of which by lessors to lessees is customary or appropriate, including screens, window shades, storm doors and windows, floor coverings, screen doors, venetian blinds, in-a-door beds, awnings, stoves and water heaters (all of which are declared to be a part of said real estate whether physically attached thereto or not); and also together with all easements and the rents, issues and profits of said premises which are hereby pledged, assigned, transferred and set over unto the Mortgagee.

TO HAVE AND TO HOLD all of said property unto said Mortgagee forever, for the uses herein set forth, free from all rights and benefits under the Homestead Exemption Laws of the State of Illinois, which said rights and benefits said Mortgagor does hereby release and waive.

TO SECURE the payment of a certain indebtedness from the Mortgagor to the Mortgagee evidenced by a note made by the Mortgagor in favor of the Mortgagee, bearing even date herewith in the sum of Eight Thousand and no/100 Dollars (\$ 80,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of Seven Hundred Ninety Nine and 56/100 or more DOLLARS (\$ 799.56 or more) on the 1st day of each month, commencing with October 1, 1991 until the entire sum is paid.

It is further agreed and understood by and between the parties hereto that should the above described real estate, at any time hereafter, be sold or title thereto transferred by deed of conveyance or by operation of law, then the amount of principal balance then remaining due secured by this mortgage shall become immediately due and payable at any time hereafter at the option of the owner or holder of this mortgage. Acceptance of any monthly installment payments on account of said obligation by the owner or holder of this mortgage shall not, in any way, constitute a waiver by the owner or holder of this option to accelerate the payment of the entire obligation secured by this mortgage.

To secure performance of the other agreements in said note, which are hereby incorporated herein and made a part hereof, and which provide, among other things, for an additional monthly payment of one-twelfth (1/12th) of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises. And to secure possible future advances as hereinafter provided and to secure the performance of the Mortgagor's covenants herein contained.

A. THE MORTGAGOR COVENANTS:

- (1) To pay immediately when due and payable all general taxes, special taxes, special assessments, water charges, sewer service charges and other taxes and charges against said property, including those heretofore due, (the monthly payments provided by said note in anticipation of such taxes and charges to be applied thereto), and to furnish the Mortgagee, upon request, with the original or duplicate receipts therefor.
- (2) To keep the improvements now or hereafter situated upon said premises insured against loss or damage by fire, lightning, windstorm and such other hazards, including liability under laws relating to intoxicating liquors and including hazards not now contemplated, as the Mortgagee may reasonably require to be insured against, under policies providing for payment by the insurance companies of moneys sufficient either to pay the cost of replacing or repairing the same or to pay in full the indebtedness secured hereby, in such companies, through such agents or brokers, and in such form as shall be satisfactory to the Mortgagee. Such insurance policies, including additional and renewal policies shall be delivered to and kept by the Mortgagee and shall contain a clause satisfactory to the Mortgagee making them payable to the Mortgagee as its interest may appear.
- (3) To promptly repair, restore or rebuild any buildings or improvements now or hereafter on the premises which may become damaged or destroyed; to keep said premises in good condition and repair, and free from any mechanic's or other lien or claim of lien not expressly subordinated to the lien hereof; not to suffer or permit any unlawful use of or any nuisance to exist on said property nor to diminish nor impair its value by any act or omission to act; to comply with all requirements of law with respect to the mortgaged premises and the use thereof;
- (4) That if the Mortgagor shall procure contracts of insurance upon his life and disability insurance for loss of time by accidental injury or sickness, or either such contract, making the Mortgagee assignee thereunder, the Mortgagee may pay the premiums for such insurance and add said payments to the principal indebtedness secured by this mortgage to be repaid in the same manner and without changing the amount of the monthly payments, unless such change is by mutual consent.

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Now known as DAMEN FEDERAL BANK
FOR SAVINGS

DAMEN SAVINGS AND LOAN
ASSOCIATION

TO

Genowefa Borowski, his wife

Andrzej Borowski and

MORTGAGE

Loan No. 9086-1

DAMEN SAVINGS and LOAN ASSOCIATION
5100 South Damen Avenue
Chicago, Illinois 60609

Damen Savings and Loan Association
5100 South Damen Avenue, Chicago, Ill.
This instrument was prepared by:
Maria Luisa Diaz
Notary Public

NOTARY PUBLIC STATE OF ILLINOIS
KENNETH D. VANEK
OFFICIAL SEAL
MY COMMISSION EXPIRES 2/14/92

I, Kenneth D. VaneK, a Notary Public in and for said county, in the State aforesaid, do HEREBY CERTIFY that Andrzej] Borowski and Genowefa Borowski, his wife personally known to me to be the same person(s) whose name(s) (is) (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 free and voluntary act, for the uses and purposes therein set forth including the release and waiver of the right of homestead.

STATE OF ILLINOIS
COUNTY OF Cook
AB Andrzej Borowski (SEAL)
CB Genowefa Borowski (SEAL)
August 20th 1991

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 20th day of August, 1991.

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes; and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as relieving the Mortgagee to advance any moneys for any purpose not to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder.

(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagor at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advanced at a later date, which advances shall in no event operate to make the principal sum of the indebtedness greater than the original principal amount plus any amount or amount of protecting the security and for the purpose of paying premiums under Section A(4) terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(4) above, or for either purpose.

(3) That time is of the essence hereof, and if default be made in performance of any covenant herein contained or in making any payment under said note or obligation or any extension or renewal thereof, or if proceedings be instituted to enforce any other lien or charge upon any said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor shall make an assignment for the benefit of his creditors or if his property be placed under control of or in custody of any court or officer of the government, or if the Mortgagor abandon any of said property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien here- by created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice, all sums secured by or on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably necessary either to prosecute such suit or to evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts together with interest as herein provided shall be immediately due and payable by the Mortgagor in connection with (a) any proceeding including foreclosure or bankruptcy proceedings to which either party hereof shall be a party by reason of this mortgage or the note hereby secured; or (b) preparations for the commencement of any suit for the foreclosure hereof after the accrual of the right to foreclose, whether or not actually commenced; or (c) preparations for the defense of or in- tervention in any suit or proceeding or any threatened or contemplated suit or proceeding which might affect the premises or the security hereof, whether or not actually commenced. In the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items.

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ASSIGNMENT OF RENTS

91437549

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Know all men by these presents, that whereas,

Andrzej Borowski and Genowefa Borowski, his wife
of the City of Chicago County of Cook and State of ILLINOIS
in order to secure an indebtedness of Eighty Thousand and no/100-----DOLLARS
executed a mortgage of even date herewith, mortgaging to
DAMEN SAVINGS AND LOAN ASSOCIATION
now known as DAMEN FEDERAL BANK FOR SAVINGS
the following described real estate:

Lot 32 (except the South 5 feet thereof) and the South 10 feet of Lot 33 in Block 8
in Rosedale, being a Subdivision by John N. Staples of the East half of the East half
of the North West Quarter of Section 10, Township 38 North, Range 13, East of the Third
Principal Meridian, in Cook County, Illinois. *zn*

5041 South Kenneth, Chicago, Illinois 60632
Permanent Index # 19-10-124-003 *zn*

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and, whereas, DAMEN SAVINGS AND LOAN ASSOCIATION
now known as DAMEN FEDERAL BANK FOR SAVINGS
is the holder of said mortgage and the note secured thereby:

NOW, THEREFORE, in order to further secure said indebtedness, and as a part of the con-
sideration of said transaction, the said Andrzej and Borowski and Genowefa Borowski, his wife
hereby assign, transfer and set over unto

DAMEN SAVINGS AND LOAN ASSOCIATION
now known as DAMEN FEDERAL BANK FOR SAVINGS

hereinafter referred to as the Association, and/or its successors and assigns, all the rents now due or
which may hereafter become due under or by virtue of any lease, either oral or written, or any letting
of, or any agreement for the use or occupancy of any part of the premises herein described, which may
have been heretofore or may be hereafter made or agreed to, or which may be made or agreed to
by the Association under the power herein granted, it being the intention hereby to establish an absolute
transfer and assignment of all such leases and agreements and all the avails hereunder unto the Asso-
ciation and especially those certain leases and agreements now existing upon the property herein-
above described.

The undersigned do hereby irrevocably appoint the Association their true and lawful
attorney in fact, in the name and stead of the undersigned to collect all of said rents now due or
arising or accruing at any time hereafter under each and every of the leases and agreements, written
or verbal, existing or to exist hereafter, for said premises, and to use such measures, legal or equitable,
as in its discretion may be deemed proper or necessary to enforce the payment or security of such
rents, or to secure and maintain possession of said premises or any part thereof, and to fill any and
all vacancies, and to rent, lease or let any portion of said premises to any party or parties at its dis-
cretion, for such rental or rentals as it may determine, hereby granting full power and authority to
exercise each and every the rights, privileges and powers herein granted at any and all times here-
after without notice to the undersigned or to their executors, administrators and assigns, and
further, with power to use and apply said rents (after the payment of all necessary costs and expenses
of the care and management of said premises, including taxes and assessments, and commission for
leasing said premises and collecting rents therefrom paid to any real estate broker appointed by the
Association at the usual and customary rates then in effect in the City of Chicago, County of Cook,
Illinois) to the payment of the indebtedness secured by said mortgage or incurred thereunder, due
or to become due, or that may be hereafter contracted, hereby ratifying and confirming all that said
attorney may do by virtue hereof.

It is further understood and agreed that the Association may, at its discretion, retain and appoint
or employ attorneys, agents or servants for the purpose of exercising any of the powers and authority
herein granted and the Association shall not be liable for any default, miscarriage, acts or omissions
of such attorneys, agents or servants, if such attorneys, agents or servants were selected with reason-
able care.

This assignment of rents shall operate only after 30 days' default in any of the payments required
by the mortgage hereinbefore described, or immediately upon the breach of any of the covenants
therein contained; and when out of the net rents collected hereunder there shall have been paid all
the said indebtedness and liabilities, then this instrument shall become void and the Association shall
release the same by written instrument.

And it is further agreed that no decree or judgment which may be entered on any debts secured
or intended to be secured hereby shall operate to abrogate or lessen the effect of this instrument,
but that the same shall continue in full force until the payment and discharge of any and all indebted-
ness and liabilities secured hereby in whatsoever form the same may be.

IN WITNESS whereof the undersigned ~~has~~ have hereunto set their hand and seal
this 20th day of AUGUST, A. D. 1991

AB *Andrzej Borowski* (SEAL)
GB *Genowefa Borowski* (SEAL)
(SEAL)

91437549

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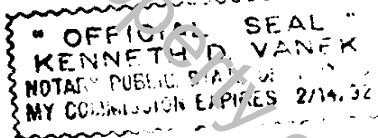
STATE OF ILLINOIS
COUNTY OF Cook SS.

I, Kenneth D. Vanek, a Notary Public
in and for and residing in said County, in the State of Illinois, DO HEREBY CER-
TIFY that Andrzej Borowski and Genowefa Borowski, his wife

who ARE personally known to me to be the same person... whose name...
they 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.

GIVEN under my hand and Notarial Seal, this 20th
day of AUGUST, A. D. 1981.

Kenneth D. Vanek
Notary Public.



This instrument was prepared by:
Maria Luisa Diaz
Damen Savings and Loan Association
5100 South Damen Avenue, Chicago, Ill.

Property of Cook County Clerk's Office

DR# 9086-1

Assignment of Rents 91437549

Andrzej Borowski and

Genowefa Borowski, his wife

TO

DAMEN SAVINGS AND LOAN ASSOCIATION

now known as DAMEN FEDERAL BANK

FOR SAVINGS

DAMEN SAVINGS AND LOAN ASSN.
5100 So. Damen Ave.
Chicago, IL 60609

MAIL TO:

