

# UNOFFICIAL COPY

## MORTGAGE

This instrument is subject to the provisions of the Illinois Mortgage Law of 1922 (Ill. Rev. Stat. 1922, Ch. 100, Sec. 1-10)

Attorney John B. Kerulis  
984 Milwaukee Avenue  
Chicago, Illinois 60622  
AC 212-278-3210

THIS INDENTURE WITNESSETH: That the undersigned DONALD R. MEERSMAN and CATHERINE

MEERSMAN, his wife

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

### POLISH ROMAN CATHOLIC UNION OF AMERICA

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:

Lots 3 and 4 in Caroline Fiene's Sub division, being a Subdivision  
of the East 18.4 acres of the North 30.1 acres of the East 1/2  
of the Northeast 1/4 of Section 31, Township 42 North, Range 11  
East of the Third Principal Meridian, (except the East 805.9 feet  
of the North 405 feet of said Northeast 1/4 of said Section 31  
in Cook County, Illinois.

PIN#03-11-213-016

Commonly known as 202 South Highland, Arlington Hts., IL 60005

1992 APR 13 10:55

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2300  
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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 Law 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 Eighty Three Thousand and no/100ths Dollars (\$ 83,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of Six Hundred Sixty Eight and 65/100ths or more DOLLARS (\$ 668.65 or more) on the 1st day of each month, commencing with May 1, 1992 until the entire sum is paid.

In the event the mortgagor ceases membership in the Polish Roman Catholic Union of America by reason of nonpayment of their assessments, the unpaid balance of said mortgage is due and payable at once.

In the event of the mortgagor's death or transfer of this property, the unpaid balance of the mortgage may be declared due and payable at once.

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 Mortgagor 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.

73-64-730-D1

Property of Cook County Clerk's Office

92261149

Box 104

## MORTGAGE

DONALD R. MEERSMAN and  
CATHERINE MEERSMAN, his wife

TO  
POLISH ROMAN CATHOLIC  
UNION OF AMERICA

Loan No. 667-M

Polish Roman Catholic Union of America  
984 Milwaukee Ave. - Chicago, Ill. 60621

"OFFICIAL SEAL"  
Phyllis J. Kulbida  
My Commission Expires 7/24/93  
My Commission Expires 7/24/93

PHYLIS J. KULBIDA - Notary Public  
GIVEN under my hand and Notarial Seal, this 13th day of April, A. D. 1992

of the right of homestead, their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver before me this day in person and acknowledged that they agreed, signed and delivered the said instrument, appeared personally known to me to be the same person(s) whose name(s) (s) (are) subscribed to the foregoing instrument, appeared DO HEREBY CERTIFY that DONALD R. MEERSMAN and CATHERINE MEERSMAN, his wife, a Notary Public in and for said county, in the State aforesaid, PHYLIS J. KULBIDA, Cook } COUNTY OF STATE OF ILLINOIS

DONALD R. MEERSMAN (SEAL)  
CATHERINE MEERSMAN (SEAL)  
day of April, 1992

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 13th day of April, 1992.  
the event of a foreclosure sale of said premises there shall first be paid out of the proceeds thereof all of the aforesaid items...  
B. MORTGAGOR FURTHER COVENANTS:  
(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything he is empowered to perform...  
(2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced...  
(3) That time is of the essence hereof, and it 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 property, or upon the thing of a proceeding in bankruptcy by or against the Mortgagee, or if the Mortgagee 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 Mortgagee abandon any or all property, then and in any of said events, the Mortgagee is hereby authorized and empowered, at its option, and without affecting the lien hereby created or the priority of said lien or any right of the Mortgagee hereunder, to declare, without notice all sums secured hereby, immediately due and payable, whether or not such default be remedied by Mortgagee, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagee, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises embraced without offering the several parts separately.

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