

UNOFFICIAL COPY8-23-2010
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THE ABOVE SPACE FOR RECORDER'S USE ONLY

MORTGAGE

THIS INDENTURE, made April 1, 1992, between Zbigniew Radulski and Helena Radulski, his wife

(herein referred to as "Mortgagors,") and FIRST COLONIAL BANK OF ELK GROVE, a banking corporation organized under the laws of the State of Illinois, doing business in Elk Grove Village, Illinois, (herein referred to as "Mortgagee,")

WITNESSETH

THAT WHEREAS Mortgagors are justly indebted to Mortgagee in the sum of One Hundred Forty Thousand and No/100- dollars (\$140,000.00) 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 nine & ²⁵/₁₀₀ (9.25%) per annum prior to maturity, at the office of Mortgagee in 1100 W. Devon, Elk Grove Village, Illinois, in 300 60 22 successive monthly installments commencing June 1, 1992, and on the same date of each month thereafter, all except the last of said installments to be in the amount of \$1,198.94 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 4.25% 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 Mortgage during the term of this mortgage, however created, incurred, evidenced, acquired or arising, whether under the Note or this mortgage or under any other instrument, obligation, contract or agreement of any and every kind now or hereafter existing or entered into between the Mortgagors or any of them and the Mortgagee or otherwise and whether direct, indirect, primary, secondary, fixed or contingent, together with interest and charges as provided in said Note and in no other agreements made by and between the parties herein, and including all present and future indebtedness incurred or arising by reason of the guarantee to Mortgagee by Mortgagors or any of them of present or future indebtedness or obligations of third parties to Mortgagee, and of present and future indebtedness originally given by Mortgagors or any of them to third parties and assigned by said third parties to Mortgagee, and any and all renewals or extensions of 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 Warrant to the Mortgagee, its successors and assigns, the following described Real Estate in the County of Cook and State of Illinois, to wit:

See Exhibit "A" attached hereto and made a part hereof by reference

PIN: 08-23-201-060-0000

COMMON ADDRESS: 305 Hawthorne, Mt. Prospect, IL 60056 DEPT-01 RECORDING 92281270 125.00
T-8888 TRAN 3745 04/27/92 10:34:00
#2793 # 4-92-281270
COOK COUNTY RECORDER

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 on a parity with said real estate and not secondarily), and all apparatus, equipment or articles now or hereafter therein or thereon used in 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 windows, floor coverings, indoor beds, 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 (the 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 attorney's 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, and 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.

Zbigniew Radulski

Zbigniew Radulski

(SEAL)

Helena Radulski

(SEAL)

(SEAL)

(SEAL)

STATE OF ILLINOIS }
COUNTY OF COOK } ss
who ARE 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 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 1ST day of APRIL, A.D. 1992, MARK L DABROWSKI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXP. 8/22/94

Notary Public

NAME First Colonial Bank of Elk Grove
STREET 1100 W. Devon Avenue.
CITY Elk Grove Village, IL 60007

FOR RECORDER'S INDEX PURPOSES INSERT STREET ADDRESS OF
ABOVE DESCRIBED PROPERTY HEREINSTRUCTIONS
RECORDER'S OFFICE BOX NUMBER305 Hawthorne
Mt. Prospect, IL 60056

2520

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16. All other areas, except those in which there is no specific legislation or administrative regulations, shall be determined by the principles of private law.

17. Any person who has obtained and holds the right to use the land for agricultural purposes, whether it is his or her own or the property of others, shall be entitled to the exercise of the following rights:

- a) to cultivate the land for agricultural purposes;
- b) to use the land for agricultural purposes and to receive compensation for the damage caused to such land by third parties;
- c) to receive compensation for damage caused to the land by third parties;
- d) to receive compensation for damage caused to the land by third parties;
- e) to receive compensation for damage caused to the land by third parties;
- f) to receive compensation for damage caused to the land by third parties;
- g) to receive compensation for damage caused to the land by third parties;
- h) to receive compensation for damage caused to the land by third parties;
- i) to receive compensation for damage caused to the land by third parties;
- j) to receive compensation for damage caused to the land by third parties;
- k) to receive compensation for damage caused to the land by third parties;
- l) to receive compensation for damage caused to the land by third parties;
- m) to receive compensation for damage caused to the land by third parties;
- n) to receive compensation for damage caused to the land by third parties;
- o) to receive compensation for damage caused to the land by third parties;
- p) to receive compensation for damage caused to the land by third parties;
- q) to receive compensation for damage caused to the land by third parties;
- r) to receive compensation for damage caused to the land by third parties;
- s) to receive compensation for damage caused to the land by third parties;
- t) to receive compensation for damage caused to the land by third parties;
- u) to receive compensation for damage caused to the land by third parties;
- v) to receive compensation for damage caused to the land by third parties;
- w) to receive compensation for damage caused to the land by third parties;
- x) to receive compensation for damage caused to the land by third parties;
- y) to receive compensation for damage caused to the land by third parties;
- z) to receive compensation for damage caused to the land by third parties;

14. No section of the Constitution shall be subject to any defense which would not be good and available to the party before the Court.

15. *Is the following form acceptable or not? If not, give some reason.*
 moderation, etc., and conventions of the press-service, or of any other media which have adopted the practice of self-censorship. It is also important to study the situation in the country where the news item originates.

the best way to do this is to provide a detailed description of the problem, including any relevant data or context, and ask for feedback from multiple sources. This can help to identify potential issues and suggest solutions before they become major problems.

and without regard to the basic nature of the cameras used or the specific power to collect the same. The cameras used in this investigation were of two types, one being a 35 mm motion picture camera and the other a 35 mm still camera. Both cameras were equipped with lenses of different focal lengths, and both cameras were used in conjunction with various types of lighting equipment.

parameters must be made explicit before the fitting of any model to the available measurements of luminosities at the time of application for such a prediction. Such an approach will be most effective if it is based on a set of independent measurements of luminosities at different redshifts, which are not correlated with each other.

11. The proceeds of any forfeiture shall be distributed and applied in the following order of priority: First, on account of all costs and expenses of the proceeding; second, to the party or parties in interest who have paid such costs and expenses; third, to the State of California.

out of memory to locate the file in the buffer of `Memory`, there still have to be followed and measured at which point and when does the `Memory` buffer become full. If the `Memory` buffer becomes full, then it has to be flushed to the disk and the process has to be repeated again.

After the introduction of the new book, the author will be available for questions and answers. The meeting will be held at the University of Alberta, Room 101, Department of Mathematics and Statistics, 8827 107 Avenue, Edmonton, Alberta T6G 2G1, Canada, on Saturday, November 12, 1994, at 1:30 p.m.

of (1) take away certain lot the purpose of the Corporation, and (2) any other, whenever or wherever the same may be required by law, or by the discretion of the Board of Directors, or by the stockholders.

the case, the author may have to make a choice between the two, and determine which one is more appropriate for his/her purpose. In some cases, it may be necessary to use both types of sources to fully support the argument.

3. Participants making any payment besides authorized deduction relating to taxes or assessments, may do so according to any bill, statement of estimate produced from the application of the deduction.

However, it is clear that much more work needs to be done to understand the relationship between the different types of measures and their effectiveness in reducing transmission.

4. At a time when my colleagues in the House were passing legislation to increase the minimum wage, I voted against it. I believe that the minimum wage is a good idea, but I do not believe that it is the best way to help people. I believe that the best way to help people is to provide them with opportunities to work and to earn a living wage.

3. The privilege is granted to make preparations on principle of the Note on the subject of the same date, so as to be ready by the time of delivery, if the purpose allowed exceed the amounts necessary as they become due, then the excess shall be settled on subsuece of making up the deficiency.

3. In the event that the member party receives a proposal and wishes to accept it, the member party may do so by giving notice to the holder of the Note, which notice shall be given at least 30 days before the date of maturity of the Note.

and every man, every wife, and every child, from the highest to the lowest, must be educated in the principles of self-government, or else we shall have no nation fit to live in the world.

workforce, resources and capabilities required to be granted by the insurance companies, and the Minister's role in this regard, upon demand, in respect of such resources and capabilities.

value (here), or 10 years, and in such a period of time the market value of the property will have increased by 10 percent. This is the same as saying that the market value has appreciated by 10 percent.

Agreements, and sever service charges during the time of payment (Article 12). To pay when and before the services rendered or received, and to furnish written note of record proof of payment made by me, and such other services rendered as the subscriber may require to provide liability insurance and to secure a release of services rendered.

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EXHIBIT "A"

LEGAL DESCRIPTION RIDER

PARCEL 1:

All that part lying South of the North 92.09 feet of a tract of land being that part of the East 840.40 feet, except the East 223 feet thereof, of the North 20 acres of the Northeast Quarter of the Northeast Quarter of Section 23, Township 41 North, Range 11 East of the Third Principal Meridian, described as follows: Commencing at the Southwest corner of the East 840.40 feet of the North 20 acres of said Quarter, Quarter Section; thence due East (being an assumed bearing for this legal description), along the South line of said North 20 acres, 393.17 feet, (said South line being parallel with the North line of said Quarter, Quarter Section); thence due North 418.28 feet to a point for a place of beginning of the tract of land herein described; thence due West 57.0 feet; thence due North 140.80 feet; thence due East 57.0 feet; thence due South 140.80 feet to the point of beginning, all in Cook County, Illinois.

PARCEL 2:

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Easements appurtenant to and for the benefit of Parcel 1, as set forth in the declaration of covenants, conditions and restrictions and easements recorded in the Recorder's Office of Cook County, Illinois, on April 7, 1976, as Document No. 23443254 and supplement to declaration of covenants, conditions and restrictions and easements recorded in the Recorder's Office of Cook County, Illinois, on August 17, 1977, as Document No. 24062165 and the 1st party makes this conveyance, subject to the easements and agreements reserved for the benefit of adjoining parcels in said declaration and supplement to declaration, which are incorporated herein by reference thereto for the benefit of the real estate above described and adjoining parcels, all in Cook County, Illinois.

Permanent Real Estate Index Number: 08-23-201-060-0000

Address of Property: 305 Hawthorne Circle
Mt. Prospect, Illinois 60056

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