

UNOFFICIAL COPY

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MORTGAGE

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THIS INSTRUMENT WITNESSETH: That the undersigned

BOGUSLAW KASPROWICZ and IWONA KASPROWICZ, his wife

CITY OF CHICAGO

County of COOK

State of Illinois

of the hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

WASHINGTON FEDERAL BANK for savings

STATE OF ILLINOIS

hereinafter

a corporation organized and existing under the laws of the referred to as the Mortgagee, the following real estate, situated in the County of

COOK

in the State of Illinois, to wit:

LOT 33 IN BLOCK 3 IN THOMAS S. DOBBIN'S SUBDIVISION OF THE SOUTH 3/4 OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28 TOWNSHIP 39 NORTH RANGE 14 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMON ADDRESS: 2939 S UNION CHICAGO, IL 60616

PIN# 17-28-320-016-0000

The mortgage shall not buffer or permit, without the written consent of the mortgagee, a sale, assignment or transfer of any right, title or interest in and to the said property or any portion thereof, or of any of the improvements, appurtenances, fixtures or equipment which may be found in or upon said property.

The mortgagee may collect a "late charge" in accordance with the statutory provisions and Association bylaws relating thereto, for the non-payment of each aggregate monthly payment (total of all payments to be made hereunder) when due.

TOGETHER with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon, including all apparatus, equipment, fixtures or articles, whether 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 ONE HUNDRED SIXTY THREE THOUSAND FIVE HUNDRED DOLLARS (\$ 163,500.00 ), which note,

together with interest thereon as provided by said note, is payable in monthly installments of MONTHLY INTEREST ON DRAWS FROM LOANS IN PROCESS DOLLARS (\$ ) on the 1ST day of each month, commencing with DECEMBER 1, 1994 until the entire sum is paid.

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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.

\*THIS INSTRUMENT IS DUE AND PAYABLE IN FULL ON OR BEFORE MAY 17, 1995 WHATEVER THE BALANCE MAY BE.

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