

UNOFFICIAL COPY

MORTGAGE

96540392

THIS INDENTURE WITNESSETH: That the undersigned Edward J. Szpinalaki and Donna A. Szpinalaki, his wife,

of the City of Norridge 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:

Lot 4 in Block 2 of Thatcher Heights Subdivision being a Subdivision of Lot 3 and part of Lots 1 and 2 of the Assessor's Division of the South 1/2 of the Northeast 1/4 of Section 14, Township 40 North, Range 12, East of the Third Principal Meridian, in Cook County, Illinois.

PIN# : 12-14-212-025

DEPT-01 RECORDING \$23.00
T#0012 TRAN 1337 07/16/96 10:11:00
#3088 RC #-96-540392
COOK COUNTY RECORDER

Commonly Known As: 8220 W. Maple Ave. Norridge, IL, 60656
DEPT-10 PENALTY \$20.00

Handwritten signature and date: Jun 30

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 Two Hundred Thirty Two Thousand, Five Hundred, and no/100ths Dollars (\$232,500.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of One Thousand, Eight Hundred, Two and 58/100ths or more DOLLARS (\$1,802.58 or more) on the 1st day of each month, commencing with Aug. 1, 1996 until the entire sum is paid.

In the event the mortgagors cease membership in the Polish Roman Catholic Union of America by reason of non-payment of their assessments, the unpaid balance of said mortgage is due and payable at once.

At the option of the Mortgagee, upon sale 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 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.

96540392

12-14-212-025

BOX 333-C11

MORTGAGE

EDWARD J. SZPINALSKI AND

Donna A. Szpinalski, his wife.

POLISH ROMAN CATHOLIC UNION OF AMERICA

Loan No. 895-N

UNOFFICIAL COPY

MAIL TO:

Polish Roman Catholic Union of America
984 Milwaukee Ave. - Chicago, Ill. 60622

My Commission Expires

CLAUDE WICKER
"OFFICIAL SEAL"
Notary Public, State of Illinois
My Commission Expires 9/2/97

DO HEREBY CERTIFY that Edward J. Szpinalski, and Donna A. Szpinalski, 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 their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

I, CLAUDE WICKER, a Notary Public in and for said county, in the State aforesaid, COUNTY OF COOK STATE OF ILLINOIS

day of JULY A. D. 19 56
EDWARD J. SZPINALSKI (SEAL)
DONNA A. SZPINALSKI (SEAL)

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals this 10TH day of JULY 1956

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagee's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereon; and such monies together with interest thereon as may be included in any decree foreclosing this mortgage and be paid out of the rents or proceeds of sale of said premises; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing monies for any purpose nor to do any act herein contained that is required as equitably the Mortgagee to advance monies for any purpose nor to do any act under; (2) That it is the intent hereof to secure payment of said note whether the entire amount shall have been advanced to the Mortgagee at the date hereof or at a later date, or having been advanced, shall have been repaid in part and further advanced; made 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 amounts that may be added to the mortgage indebtedness under the terms of this mortgage for the purpose of protecting the security and for the purpose of paying premiums under Section A(1) above, or for either purpose;

B. MORTGAGOR FURTHER COVENANTS:

(4) That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, and without notice to the Mortgagee, or any party claiming under him, appoint a receiver with power to manage and rent and to collect the rents, issues and profits of said premises during the pendency of such foreclosure suit and the statutory period of redemption, and such rents, issues and profits, when collected, may be applied before, as well as after the Mortgagee's sale, toward the payment of the indebtedness, costs, taxes, insurance or other items necessary for the protection and preservation of the property, including the expenses of such receivership, or on any deficiency decree whether there be a decree therefor in person or not, such receiver may elect to terminate any lease junior to the lien hereof; and upon foreclosure of said premises, there shall be allowed and included as an additional indebtedness in the decree of sale all expenditures and expenses together with interest thereon at the rate of 8% per annum, which may be paid or incurred by or on behalf of the Mortgagee and deemed by the Mortgagee to be reasonably necessary either to prosecute such suit or to enable the Mortgagee to bid 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 Mortgagee in connection with (a) any proceeding including probate or bankruptcy proceedings to which either party hereto shall be a party by reason of this mortgage or the note hereby secured; or (b) proceedings 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 intervention 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.

IN WITNESS WHEREOF, the undersigned has hereunto set their hands and seals this 10TH day of JULY 1956