

Instrument Was Prepared By

Attorney John B. Korulis

984 Milwaukee Avenue, Form No. 1 (Short)  
Chicago, Illinois 60622  
AC 312--278-3270

# UNOFFICIAL COPY MORTGAGE

96008709

Joseph CTAT 95063101 7584436 Z  
THIS INDENTURE WITNESSETH: That the undersigned FRANK FUDALA, JR. and JANINA FUDALA,  
his wife

of the City of Mt. Prospect 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 11 in Sakowicz First Addition to Mount Prospect, Illinois, being  
a subdivision of part of the East 1/2 of the Southeast 1/4 of  
Section 12, Township 41 North, Range 11 East of the Third Principal  
Meridian, in Cook County, Illinois.

FIN#: 05-17-424-018-0000

Commonly known as 515 Marina Str., Mt. Prospect, IL

DEPT-01 RECORDING	\$23.00
T40012 TRAN B534 01/04/96 12:08:00	
#1121 # CG #-96-008709	
COOK COUNTY RECORDER	
DEPT-10 PENALTY	\$20.00

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-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 Seventy Two Thousand and no/100ths Dollars (\$ 172,000.00 ), which note, together with interest thereon as provided by said note, is payable in monthly installments of One Thousand Three Hundred Thirty Three and 52/100ths or more DOLLARS (\$ 1,333.52 or more on the 1st day of each month, commencing with February 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.

96008709

T. 23.00  
P. 20.00  
K. 3.00

Office

BOX 333-CF1

MORTGAGE

FRANK FUDALA, JR. & JANINA

FUDALA, his wife

POLISH ROMAN CATHOLIC UNION OF AMERICA

Loan No. 870-M

UNOFFICIAL COPY

OFFICIAL SEAL Notary Public, State of Illinois L. RUDOLPH My Commission Expires 8/7/98

Polish Roman Catholic Union of America 904 Milwaukee Ave. - Chicago, Ill. 60622

My Commission Expires [blank] day of [blank] 1996... GIVEN under my hand and Notarial Seal, this 2nd day of January, A. D. 1996... Personally known to me to be the same person(s) whose name(s) [blank]

DO HEREBY CERTIFY that FRANK FUDALA, JR. and JANINA FUDALA, his wife... a Notary Public in and for said county, in the State aforesaid... STATE OF ILLINOIS COUNTY OF COOK

FRANK FUDALA, JR. (SEAL) JANINA FUDALA (SEAL) January day of A. D. 1996

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this 2nd day of... of the premises... (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 convenient; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; (2) That it is the intent hereof to secure payment of said note...

B. MORTGAGOR FURTHER COVENANTS: