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1999-06-17 12:15:08 Cook County Recorder

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This Instrument Was Prepared By Attorney Joan E. Smuda 984 N. Milwaukee Ave. Chicago, Illinois 60622 (773) 278-3210

PLEASE MAIL TO:

Polish Roman Catholic Union of America 984 N. Milwaukee Ave.

Chicago, IL. 60622

COUR COMMA RECORDER EUGENE "GENE" MOORE BRIDGEVIEW OFFICE

Above Space for Recorder's Use Only:

Cortgage

THIS-INDENTURE WITNESSETH:

That the undersigned CHRIS G. LEWANDOWSKI and

MICHELLE L. LEWANDOWSKI, husband and wife

of the City of <u>Tinley Park</u> 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 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 1 of Tod Subdivision, being a subdivision of the South 225.00 feet of the North 443.00 feet of the West 208.00 feet of the Northwest 1/4 of Section 11, Township 36 North, Range 1, East of the Third Principal Meridian, in Cook County, Illinois

Permanent Index Number:

27-11-100-005-0000 -- Affects other properties

Commonly Known As:

14337 S. 88th Avenue, Orland Park, Illinois

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.

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TO HAVE AND TO HOLD Illion aid reperty unto said Mongagee or ever of 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 Mort	gagor in fa	avor of the Mortg	agee, b	earing even date her	ewith in the sum of	***ONE HU	INDRED
TWENT	Y FIVE	THOUSAND	and	NO/100THS***	DOLLARS (\$ _*	**125,000.00***), which
note, togeth	ner with in	terest thereon as	provide	ed by said note, is pay	able in monthly installme	nts of ***NINE	HUNDRED
THIRTY	ONE a	ind 97/100THS	***		or more DOLLARS (\$	***931.97***	or more)
on the 1st o	lay of eac	h month, commer	ncing w	ith <u>July 1, 1999</u>	until the entire sun	n is paid.	
					sh Roman Catholic Unio of said mortgage is due		

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 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 indebtodness 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 of 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 exist 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.

B. MORTGAGOR FURTHER COVENANTS:

(1) That in the case of failure to perform any of the covenants herein, the Mortgagee may do on the Mortgagor's behalf everything so covenanted; that the Mortgagee may also do any act it may deem necessary to protect the lien hereof; that the Mortgagor will repay upon demand any moneys paid or disbursed by the Mortgagee for any of the above purposes and such moneys together with interest thereon at the highest rate for which it is then lawful to contract shall become so much additional indebtedness hereby secured and may be included in any decree foreclosing this mortgage and be paid out of rents or proceeds of sale of said premises if not otherwise paid; that it shall not be obligatory upon the Mortgagee to inquire into the validity of any lien, encumbrance, or claim in advancing moneys as above authorized, but nothing herein contained shall be construed as requiring the Mortgagee to advance any moneys for any purpose nor to do any act hereunder; and that Mortgagee shall not incur any personal liability because of anything it may do or omit to do hereunder;

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- (3) That time is of the essence hereof, and if 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 of said property, or upon the filing of a proceeding in bankruptcy by or against the Mortgagor, or if the Mortgagor 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 Mortgagor abandon any of said 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 Mortgagor, and apply toward the payment of said mortgage indebtedness any indebtedness of the Mortgagee to the Mortgagor, and said Mortgagee may also immediately proceed to foreclose this mortgage, and in any foreclosure a sale may be made of the premises enmasse without offering the several parts separately;
- (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 Mortgagor, or any party claiming under him, appoint a receiver with power to manage and rent and to collect the reints, 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 Court 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 am 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 <u>SEVEN and ONE-HALF</u> 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 evidence to bidders at any sale held pursuant to such decree the true title to or value of said premises; all of which aforesaid amounts regother with interest as herein provided shall be immediately due and payable by the Mortgagor 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) preparations for the commencement of any suit for the foreclosure hereof after the arcrual 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 have hereunto set their hands and series this 15TH day of June, 1999.

CHRIS G. LEWANDOWSKI	(SEAL)	Muchelle L. LEWA IDOWSKI
STATE OF ILLINOIS COUNTY OF 100K	SS.	

I, the undersigned, a Notary Public in and for said county, in the State aforesaid, DO HEREBY CERTIFY that <u>CHRIS G. LEWANDOWSKI & MI CHELLE L. LEWANDOWSKI, husband and wife</u> 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 <u>they</u> signed, sealed and delivered the said instrument as <u>their</u> free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

GIVEN under my hand and thotaliar Seal, this	15 th day of June , 1999 .
7 0111111111111111111111111111111111111	TO STADUR PALLA
NICOLE R. PAHR NOTARY PURUC, STATE OF ILLINOIS	of yourself wood
MY COMMISSION SYPIRES 2/11/2003	- Notary Public