

UNOFFICIAL COPY

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MORTGAGE

Jr. Sr. M.

THIS INDENTURE WITNESSETH: That the undersigned FRANK WIERZBICKI AND LINDA WIERZBICKI,

His wife,

of the City of Chicago County of Cook State of Illinois, hereinafter referred to as the Mortgagor, does hereby Mortgage and Warrant to

WASHINGTON SAVINGS AND LOAN ASSOCIATION OF CHICAGO

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:

606 89 In Severin's Subdivision of Block 15, in Hart S. Stewart's Subdivision of the South West quarter of Section 12, Township 38 North, Range 12 East of the Third Principal Meridian, in Cook County, Illinois.

P.I.N. 19-01-302-015 E B O c/k/a 4353 S. Troy Street Chicago, Illinois

The mortgagor shall not suffer 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, apparatus, 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 by-laws 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 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 \$1,000.00 Dollars (\$1,000.00), which note, together with interest thereon as provided by said note, is payable in monthly installments of \$167.00 DOLLARS (\$167.00) on the 1st day of each month, commencing with July 1, 1937 until the entire sum is paid.

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.

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IN DUPLICATE

MORTGAGE

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Submitted by _____
Address _____
Assigned _____
Login No. 339
Delivery cert. to _____
Address _____
Delivery duplicate Trust
Lead to _____
Address _____
Notified _____
MAD AMERICA TITLE COMPANY
123 W. Madison Street
Chicago, Illinois 60602

My Commission Expires _____
Issued by _____
1088 St. Andrew Avenue (10800)

STATE OF ILLINOIS
COUNTY OF _____
I, _____, a Notary Public in and for said county, in the State aforesaid,
DO HEREBY CERTIFY that _____
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 _____ signed, sealed, and delivered the said instrument as 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 Notarial Seal, this _____ day of _____, A. D. 1977.
Notary Public _____

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____, 1977.

(SEAL)

(SEAL)

(SEAL)
A. D. 1977

B. MORTGAGOR FURTHER COVENANTS:

(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 hereof; that the Mortgagee will repay upon demand any moneys paid or disbursed for which it is then lawful to contract shall become 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 the 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; (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 advances 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(4) above, or for either purpose;