

UNOFFICIAL COPY

OFFICIAL SEAL
 DONNA T. FACIO
 JUDICIAL CLERK
 CLERK OF COOK COUNTY
 100 NORTH DEARBORN STREET
 CHICAGO, ILLINOIS 60602

Joseph Karpovich
 day of *July* 19*77*

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

PROPERTY (OWNER)	TO (DATE)	EXPIRES (DATE)	REMARKS
<i>East Southbury, Chicago, Ill.</i>	<i>7/1/77</i>		<i>Joseph Karpovich</i>

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

PROPERTY (OWNER)	TO (DATE)	EXPIRES (DATE)	REMARKS
<i>Chicago, Ill.</i>	<i>7/1/77</i>		<i>Joseph Karpovich</i>

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

I am the holder of the mortgage on the above described property and have been duly notified of the date of the sale of the same. I have no objection to the sale of the same and have executed this affidavit in witness whereof I have hereunto set my hand and seal this *10-24-77* day of *October* 19*77*.

I, the undersigned, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Cook, Illinois.

FEDERAL TAX LIEN AFFIDAVIT

(PLEASE PRINT OR TYPE)

State of Illinois
County of Cook

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

RIDER

This Rider is incorporated into the Mortgage dated this 18th day of November 1988, signed by Joseph Komperda & Angelina Komperda, h.w. & Barbara M. Komperda, and is deemed to amend and supplement the same.

In addition to the agreement and provision of said Mortgage, the undersigned agree as follows:

1. Any provisions of said Mortgage which are inconsistent with the provisions of this Rider are hereby amended or negated to the extent necessary to conform said Mortgage to the provisions of this Rider.

2. In order to provide for the payment of taxes and other annual charges upon the property securing the indebtedness, Mortgagor shall pay to Mortgagee on the first day of each month commencing on the 1st day of December 1988, one twelfth of the estimated annual Real Estate Tax bill (based on the then most recent tax bill). Mortgagee shall be responsible for applying those funds to the tax bills thereafter due. Where such funds are sufficient, Mortgagee upon Mortgagee's demand, shall immediately pay to Mortgagee the balance necessary to pay those tax bills. At Mortgagee's request from time to time, Mortgagee shall provide Mortgagee with evidence that such taxes and assessments have been paid.

3. In the event Mortgagee, his heirs, executors or assigns, shall assign, convey, contract to convey or otherwise dispose of the mortgaged premises or any part thereof without a prior consent in writing of the Mortgagee or in case of Mortgagee's failure to continue beneficial ownership status in good standing with the Mortgagee, Mortgagee may, at his discretion, declare the entire indebtedness to be immediately due and payable, without notice to Mortgagee (such is hereby expressly waived by Mortgagee) and upon such declaration the entire indebtedness shall be immediately due and payable.

4. The failure of Mortgagee to exercise Mortgagee's option for acceleration of maturity and/or foreclosure following any default under the Mortgage, or to exercise any other option granted Mortgagee hereunder in any one or more instances, or the acceptance by Mortgagee of any payment hereunder, shall constitute a waiver of any such default, except to the extent that the law, the explicit or implied provisions of any applicable deed of trust, or any other instrument, shall otherwise require. This waiver shall not be deemed to constitute a waiver of any such default in any way, nor shall it extend or affect the grace period, if any, provided by law, nor extend or affect the grace period, if any.

5. Mortgagee covenant and agree that they will not create or permit to be created any lien, inferior or superior to the lien of this Mortgage, without having first obtained a written approval of the Mortgagee.

6. Mortgagee agrees to pay all costs of collection, including a reasonable attorney's fee, in case the principal of the installment note secured by this Mortgage, or any payment on the principal or interest thereon is not paid at the respective maturity thereof, or to pay all costs, including reasonable attorney's fee, in case it becomes necessary to protect the security thereof, whether a suit be brought or not.

Joseph Komperda
Joseph Komperda

Barbara M. Komperda
Barbara M. Komperda

Angelina Komperda
Angelina Komperda

UNOFFICIAL COPY

Property of Cook County Clerk's Office

UNOFFICIAL COPY

remaining unpaid on the indebtedness hereby secured. **FOURTH**—All of said principal indebtedness remaining unpaid. The surplus of the proceeds of sale, if any, shall then be paid to the Mortgagor(s) on reasonable request or as the Court may direct.

THAT neither said Mortgagor(s), nor his, her or their assigns shall place or permit any lien or encumbrance upon said premises unless it be by express terms subordinate to the lien hereof; that in the event any lien or encumbrance upon said premises by way of mortgage, trust deed, mechanic's lien, judgment or otherwise shall be created by the Mortgagor(s) or suffered by Mortgagor(s) to accrue or be entered after the recording hereof, it shall be subject and subordinate to the lien of this Mortgage for the full amount of the principal sum secured hereby and interest thereon, and for the full amount of any advances made under this Mortgage as hereinbefore provided for, even though the payment of the full amount of said principal sum to or on the order of the Mortgagor(s) or the making of such advances, shall not have been completed before the taking effect of said subsequent liens; and any person dealing with said premises after the recording of this instrument is hereby charged with notice of and consent to this stipulation, and with a waiver of any lien, except as subject and subordinate hereto.

A DISCHARGE of this Mortgage shall be made by said Mortgages to said Mortgagor(s) or to the heirs or assigns of said Mortgagor(s) upon full payment of the indebtedness aforesaid, all costs and advancements accrued hereunder, and the performance of all of the covenants and agreements herein made by said Mortgagor(s).

That neither the said Mortgages nor any of its agents or attorneys, nor any holder of its note(s) hereby secured shall incur any personal liability on account of anything that may be done or omitted to be done under the agreement and conditions of this Mortgage, except only for its, his or her own gross negligence or willful misconduct.

THIS Mortgage and all provisions hereof shall extend to, and be binding upon the Mortgagor(s) and all persons claiming under or through the Mortgagor(s), and shall likewise extend and apply to all successors and assigns of said Mortgages. Rider attached hereto is a part hereof.

WITNESS the hand(s) and seal(s) of the Mortgagor(s), this 18th day of November A. D. 1988

Joseph Komperda (SEAL)
Joseph Komperda (SEAL)
Angeline Komperda (SEAL)
Angeline Komperda (SEAL)

Barbara M. Komperda
Barbara M. Komperda

STATE OF Illinois
COUNTY OF Cook

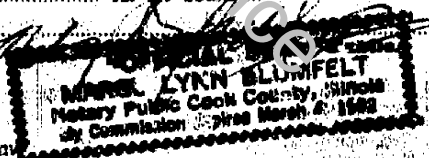
s.s. *[Signature]*

a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Joseph Komperda and Angeline Komperda, his wife, and Barbara M. Komperda, a spinster

personally known to me to be the same persons whose names I have 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.

GIVEN under my hand and Notarial Seal, this 18th day of November A. D. 1988

My Commission Expires *[Signature]*



This instrument was prepared by Leo S. Kuczynski, Attorney-at-Law, 8100 North Cicero Avenue, Chicago, Illinois 60643-4285

3758482

BOX 52

MORTGAGE

with Installment Note

3758482

ANGELINE KOMPERDA, HIS WIFE AND BARBARA M. KOMPERDA, A SPINSTER

3758482

TO

Polish National Alliance

1001 S. WABASH

CHICAGO, ILLINOIS 60656

Deliver to: 1001 S. Wabash

PREMIERES LOCATED AT:

ADDRESS 8546 W. MINNEAPAC CHICAGO, ILLINOIS 60656

DRUG KODAL-90-M-6040

Address

Notified

CHICAGO TITLE INS

7-9-1986

THAT the said Mortgagee shall hold all policies of insurance as additional security for the... (1) TO PAY all indebtedness and the interest thereon as therein and in said notes provided or...

TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures... TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures... TO HAVE AND TO HOLD the above described premises with the appurtenances and fixtures...

2018182

UNOFFICIAL COPY

THAT in any proceedings hereunder, said premises may be sold as a whole without offering the same for sale in parts or parcels, and that out of the proceeds of any sale under foreclosure of this mortgage, there shall be paid: FIRST—All the costs of such suit or suits, advertising, sale and conveyance, including Receiver's, attorney, solicitors', and stampduty fees, outlays for documentary evidence and cost of said abstract, Guaranty Policy and the examination of title or said minutes for foreclosure. SECOND—All the moneys advanced by the Mortgagee or by any one or more of the holders of said principal notes, for any purpose authorized in this Mortgage with interest on such advances at the highest rate for which it is now in such case lawful to contract. THIRD—All the accrued interest

THAT upon foreclosure of this mortgage, a reasonable sum shall be allowed for the solicitor's fees of the party seeking foreclosure, in such proceeding, and also reasonable stampduty charges and all outlays for documentary evidence and the cost of a complete abstract, or Guaranty Policy showing the whole title to said premises, and for an examination of title, or the usual minutes for the purpose of such foreclosure; and all such solicitors' and stampduty fees and other expenses and charges shall be borne so much additional indebtedness incurred by this Mortgage, and be paid as costs by said Mortgagee(s); and no suit or proceedings for foreclosure hereof shall be dismissed or otherwise disposed of until such fees, expenses and charges have been paid in full to said Mortgagee or persons incurring or advancing the same.

THAT in case of a breach of any of the covenants, conditions or undertakings herein contained to be performed by the Mortgagee(s), or in case of threatened removal or diminution of any improvements or portion thereof of an said premises, or in the whole of said principal note(s) secured hereby, at once, at the option of said Mortgagee(s), the holder or holders of the said principal note(s) shall become immediately due and payable, without notice, upon any such default; the Mortgagee or the legal holder or holders of said notes(s) shall have the right immediately to foreclose this mortgage, in any foreclosure proceeding the court shall, upon application, if once, and without notice to the said Mortgagee(s) or any party claiming under said Mortgagee(s), and without giving bond on such application (such notice and bond being hereby expressly waived) and also without reference to the then value of said premises, for the use of said premises as a home, and also to the sale or mortgage of any person liable for any said indebtedness, appoint a Receiver, with power to collect the rents, issues and profits of the said premises, then due or to become due, during the pendency of such foreclosure suit, and until the time to redeem same shall expire (such rents, issues and profits being hereby expressly assigned and pledged as additional security for the payment of the indebtedness secured by this mortgage), this provision for a appointment of a Receiver being expressly a condition upon which the loan hereby secured was made; further, that said Receiver may out of said rents pay prior or co-ordinate liens, the taxes, assessments, water rates and mortgages, then due and unpaid or accruing whether before or after the filing of such bill, and for any necessary repairs thereon, and the amount of any deficiency decree, that no prepayment of any said rents shall be permitted or permitted at any time without the written consent of the said Mortgagee, and that the said Receiver, its successors or assigns or some other suitable person or corporation may be appointed such Receiver, provided that in case of any default or breach as aforesaid, as a remedy in remedy and measure for making effective the terms, provisions and purposes hereof, it shall be lawful for the said Mortgagee to appoint, or attorneys, to enter upon and take possession of said premises and property, to expel and remove any person, goods, or chattels, occupying or upon the same, and to collect and receive all rents, issues and profits thereof, and to manage and control the same, and to lease the same, or any part thereof, from time to time, and after deducting all reasonable fees, reasonable counsel and attorney fees, and all expenses incurred in the protection, care, repair and management of said premises, apply the remaining net income upon the indebtedness hereby secured, in the same manner as it hereinafter provided, upon a sale of said premises under foreclosure.

THAT the liability of the maker(s) of the said principal note(s) shall under all circumstances whatsoever continue in its original force until the said principal note(s) and interest are paid in full; that the said Mortgagee or the holder or holders of said principal note(s) may at any time by written and signed agreement with the then record owner of said premises, or with the heirs, executors, administrators, devisees, successors, assigns of such record owner, or with any one or more of the persons liable, whether primarily or secondarily, or the payment of any indebtedness secured hereby, without notice to any other of such persons, extend the time of payment of said indebtedness, or any part thereof, without thereby impairing or affecting the lien of this Mortgage or releasing any such person from any liability for said indebtedness; that this Mortgage shall be security for all additional interest under said extension agreement.

THAT the full amount secured hereby before such damages or loss or payment over of the insurance proceeds to Mortgagee(s) took place; that in case of a loss pending or after foreclosure, the proceeds of any policies, if not applied as aforesaid in repairing damage or restoring improvements, shall be used to pay the amount due in accordance with the decree of foreclosure and any other indebtedness secured hereby, and the balance, if any, shall be paid to the owner of the equity of redemption or as the court may direct. The Mortgagee herein is hereby irrevocably appointed the attorney in fact of the Mortgagee(s) for and in their name(s) and stand to execute and deliver receipts, releases and other writings as shall be requisite to completely accomplish the collection of any insurance money as aforesaid.

3755132