

UNOFFICIAL COPY

220-718-62-31 1115

COMMERCIAL DIVISION AS 2584 NORTH WISCONSIN AVENUE, CHICAGO, IL. 60639

WILDERNESS THE GREAT WOLF HOLLOWLY GIVES CONVEYANCE, MORTGAGES AND WARRANTS TO LEADER THE ROAD; PROPERLY, LEGITIMATELY DESCRIBED AS LOT 39 IN BLOCK 1 IN J. C. SHIRES KELLER66 PARK SUBDIVISION OF THE EAST 20 ACRES OF THE SOUTH 1/2 OF THE SECTION 29, TOWNSHIP 40 NORTH, RANGE 13, EAST OF THE TOWNSHIP LINE, IN COOK COUNTY, ILLINOIS.

Федеральная служба по труду и занятости. Ресурс хранения соцстрахования в Едином реестре

Digitized by srujanika@gmail.com

CHICAGO (Q) 60639 (ZIP Code)
11 (Street)
1000 N. Dearborn Street (Address)

[Member and Secretary]

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ANNUAL REPORT ON HUMAN RIGHTS

THE MARCHIONESS, DUCHESS OF
SUSSEX, DAY OF JUNE, 1792.

LOAN NO. 1077261-4
MORTGAGE AND ASSIGNMENT OF RENTS
INTEREST RATE LOAN

ALL NOTICES TO LENDER SHALL
MAIL OR DELIVERED TO THE AGO
ADDRESS

PARADIGMA CALIFORNIA SIGHTS
WEDNESDAY NOVEMBER 11, 2009

WHEN NEGRODED MAIL TO HOME SAVINGS OF AMERICA

J. E. SMITH
THIS INSTRUMENT PREPARED BY

10. The following table shows the number of hours worked by 1000 workers in a certain industry.

...and the other two were the same as the first, except that they had been cut in the middle.

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TO PROTECT THE SECURITY OF THIS MORTGAGE, BORROWER AGREES:

(1) Construction or Improvement. To complete in good and workmanlike manner any building or improvement or repair relating thereto which may be begun on such property or contemplated by the loan secured hereby, to pay when due all costs and liabilities incurred therefor, and not to permit any mechanic's lien against such property, nor an action against any loan proceed. Borrower also agrees, anything in this Mortgage to the contrary notwithstanding: (a) to promptly commence work and to complete the proposed improvements promptly; (b) to complete same in accordance with plans and specifications as approved by Lender; (c) to allow Lender to inspect such property at all times during construction; (d) to replace any work or materials unsatisfactory to Lender, within fifteen (15) days after written notice from Lender of such fact, which notice may be given to Borrower by certified mail, sent to his last known address, or by personal service of the same and let to perform all other obligations of Borrower under any building loan agreement relating to such property.

(2) Repair and Maintenance of Property. To keep such property in good condition and repair, not to substantially alter, remove or demolish any buildings thereon; to restore promptly and in good workmanlike manner any buildings which may be damaged or destroyed including, but not limited to, damage from termites and earth movement; to pay when due all claims for labor performed and materials furnished in connection with such property, and not to permit any mechanic's lien against such property, to comply with all law affecting such property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereon; not to commit, suffer or permit any act upon such property in violation of law, to cultivate, irrigate, fertilize, fumigate and prune; and to do all other acts that from the character or use of such property may be reasonably necessary to keep such property in the same condition (reasonable wear and tear excepted) as at the date of this Mortgage.

(3) Fire and Casualty Insurance. To provide and maintain in force at all times fire and other types of insurance with respect to such property as may be required by Lender. Each policy of such insurance shall be in an amount, for a term and in form and content and by such companies, as may be satisfactory to Lender, with loss payable to Lender, and shall be delivered to, and remain in possession of, Lender as further security for the faithful performance of these covenants. Borrower shall also furnish Lender with written evidence showing payment of all premiums therefor. At least thirty (30) days prior to the expiration of any insurance policy, a policy renewing or extending such existing insurance shall be delivered to Lender with written evidence showing payment of the premium therefor, and, in the event any such insurance policy and evidence of payment of the premium are not so delivered to Lender, Borrower by executing this Mortgage specifically waives Lender to obtain such insurance. Lender, but without obligation so to do, without notice to or demand upon Borrower and without releasing Borrower from any obligation hereof, may obtain such insurance through or from any insurance agency or company acceptable to it, and pay the premium therefor. Lender shall not be chargeable with obtaining or maintaining such insurance or for the collection of any insurance monies or for the insolvency of any insurer or insurance underwriter. Lender, from time to time, may furnish to any insurance agency or company, or any other person, any information contained in or extracted from any insurance policy otherwise delivered to Lender pursuant hereto, and any information concerning the loan secured hereby. Borrower hereby grants to Lender all unearned premium on any such policy, and agrees at any time and at unexpired insurance shall insure to the benefit of, and pass to, the purchaser of the property conveyed at any sale held for slender pursuant to the foreclosure of this Mortgage.

(4) Life, Health or Accident Insurance. If Borrower shall maintain life, accident or health insurance and Lender shall be the owner or holder of any policy of such insurance as further security hereunder, Lender may elect to pay any premiums thereon as to which Borrower shall be in default, and any amount so paid may be secured hereby.

(5) Taxes and Other Sum Due. To pay, satisfy and discharge: (a) at least ten (10) days before delinquency, all general and special taxes affecting such property; (b) whether or not special assessments for public improvements; (c) on demand of Lender but in no event later than the date such amounts become due: (1) all encumbrances, charges and liens with interest, on such property, or any part thereof, which are, or appear to Lender to be prior to, or superior to, this Mortgage; (2) all costs, fees and expenses of this Mortgage whether or not described herein; (3) fees or charges for any statement regarding any obligation secured hereby in any amount demanded by Lender not to exceed the maximum amount allowed by law; (4) at the time when such recoupment is made, (4) such other charges as the Lender may deem reasonable for services rendered by Lender and furnished at the request of Borrower or any successor in interest to Borrower; (5) if such property includes a household estate, payments and obligations to trustee of the Borrower or his successor in interest under the terms of the instrument or instruments creating such household; and (6) all payments and monetary obligations required of the owner of such property under any deeds, leases, covenants or conditions or restrictions pertaining to such property or any modification thereof. Should Borrower fail to make any such payment, Lender without cause, stating the validity of amount, may elect to make or advance such payment, together with any costs, expenses, fees or charges retarding thereof. Borrower agrees to notify Lender immediately upon receipt by Borrower of notice of any increase in the assessed value of such property. Borrower agrees to notify Lender and appropriate taxing authorities immediately upon the happening of any event which does or may affect the value of such property, the amount or basis of such property, or the availability of any exemption to which Borrower as or may be entitled.

In the event of the passage of any law deducting from the value of real property for the purpose of taxation any tax thereon, or changing in anyway the laws for the taxation of mortgages or debts secured by mortgages for state or local purposes, or the manner of the collection of any such taxes, including, but not limited to, the commencement, or the payment of all or any part of any real or personal property taxes, so as to affect this Mortgage, the holder of this Mortgage and of the obligations which it secures shall have the right to declare the principal sum and the interest due on a date to be specified by not less than 30 days written notice to be given to Borrower by Lender, provided, however, that such election shall be ineffective if Borrower is permitted by law to pay the whole of such tax in addition to all other payments required hereunder and if, prior to such specified date, does pay such tax and agrees to pay any such tax when hereafter levied or assessed against such property, and such agreement shall constitute a modification of this Mortgage.

(6) Impounds. To pay to Lender, if Lender shall so request, in addition to any other payments required hereunder, monthly advance installments, as estimated by Lender, for taxes, assessments, insurance premiums, rents, hoists or other obligations secured by this Mortgage (hereinafter in this paragraph referred to as "such obligations") for the purpose of establishing a fund to insure payment when due, or before delinquency, of any or all of such obligations required to be paid to Lender. If the amounts paid to Lender under the provisions of this paragraph are insufficient to discharge the obligations of Borrower to pay such obligations as the same become due or delinquent, Borrower shall pay to Lender, upon its demand, such additional sums necessary to discharge Borrower's obligation to pay such obligations. All monies paid to Lender under this paragraph may be intermingled with other funds of Lender and shall not bear interest except as required by law. Lender may pay such obligations, whether before or after they become due and payable. In the event of a default in the payment of any tax due on the indebtedness secured hereby, default of any obligation required by law, or failure in the performance of any of the covenants and obligations of this Mortgage, then any balance remaining from monies paid to Lender under the provisions of this paragraph may, at the option of Lender, be applied to the payment of principal, interest, or other obligations secured hereby. If law of being applied to any of the purposes for which the impound account is established, Lender will make such portions of impounds as are required by law.

(7) Condemnation and Injury to Property. All sums due, paid or payable to Borrower or any successor in interest to Borrower of such property, whether by way of judgment, settlement or otherwise: (a) for injury or damage to such property, or (b) in connection with any condemnation for public use or injury to such property, or any part thereof, are hereby assigned and shall be paid to Lender. All causes of action of or belonging to Borrower, whether accrued before or after the date of this Mortgage, for damage or injury to such property, or any part thereof, or in connection with the transaction financed in whole or in part by the funds loaned to Borrower by Lender, or in connection with or affecting said property or any part thereof, including causes of action arising in tort or contract and causes of action for fraud or concealment of material facts are hereby assigned to Lender, and the proceeds thereof shall be paid to Lender who, after deducting therefrom all its expenses, including reasonable attorneys' fees, may apply such proceeds to the sums secured by this Mortgage as an deficiency under this Mortgage, or may retain any monies so received by it or any part thereof, as Lender may elect. Lender may at its option appear in and prosecute in its own name any action or proceeding to enforce any such cause of action and may make any compromise or adjustment thereof. Borrower agrees to execute any further assignments and other instruments as from time to time may be necessary to effectuate the foregoing provisions and as Lender shall request.

(8) Disposition of the Proceeds of any Insurance Policy. Condemnation or other Recovery. The amount received by Lender pursuant to this Mortgage under any fire or other insurance policy, in connection with any condemnation for public use or injury to such property, for injury or damage to such property, or in connection with the transaction financed by the loan secured hereby, at the option of Lender may be applied by Lender to any unpaid balance secured hereby and in such order as Lender may determine or, without regard to the indebtedness secured hereby, may be used to replace, restore, or reconstruct such property to a condition satisfactory to Lender or, if so be applicable to Borrower, or any such amount may be apportioned and allocated in any manner to any one or more of such uses. No such application, use or release shall cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(9) Litigation. Borrower shall defend that title in any action or proceeding purporting to affect such property whether or not it affects the holder hereof purporting to affect the same, and shall file and prosecute all necessary claims and actions to prevent or recover for any damage to or destruction of such property. Said Lender is hereby authorized, without obligation so to do, to prosecute or defend any such action, or further litigate by or against Borrower or Lender, or with or without suit, to exercise or enforce any other right, remedy, or power available to an unencumbered owner, whether or not judgment be entered in any action or proceeding; and Lender may appear or prosecute in any action or proceeding, and retain control thereof, and take such action therein, as either may be deemed necessary or advisable, and may settle, compromised or pay the same or any other claim and, in so doing, may expend and advance such sums of money as either may deems necessary. Whether or not Borrower so appears or defends, Borrower on demand shall pay all costs and expenses of Lender, including costs of evidence of title, of any such action or proceeding in which Lender may appear by virtue of being made a party defendant or otherwise, and prosecute or vindicate the interest of Lender in such property or their respective rights or powers hereunder, except as otherwise may be expressly provided.

(10) Lender's Lienholder Status. If such property includes a household estate, Borrower agrees to comply with all of the terms, conditions and provisions of the instrument or instruments creating such household. Borrower also agrees not to change, change or extinguish his household interest, or the interest on which he has such household interest, or to agree to do so, without the written consent of Lender, unless so disclosed.

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12. Future Advances. Upon demand of Lender or upon exercise of Lender's option, prior to release of this Mortgage, may make Future Advances to Borrower. Such Future Advances, with interest thereon, shall be secured by the balance when evidenced by promissory notes stating that said notes are advances at rates of interest which shall not exceed all the amounts then indebtedness secured by this Mortgage, not including any advances in accordance herewith to protect the security of this mortgage, exceed the original amount of the Note above.

(23) Inspection and Business Report. Lender at any time during the continuation of this Mortgage may enter and inspect such property at any reasonable time. Borrower agrees that in the event that such property is now or hereafter used for business or residential income purposes, that when so used by Lender, Borrower will promptly deliver to Lender such certified financial statements and profit and loss statements of such types and at such intervals as may be required by Lender which will be in form and content prepared according to the generally accepted accounting principles and practices, which statements shall cover the financial operations relating to such property, and Borrower further agrees, when requested by Lender, to promptly deliver, in writing such further additional information as required by Lender relating to any of such financial statements.

(24) Governing Law. Securing. The loan secured by this Mortgage is made pursuant to, and shall be construed and governed by, the laws of the United States and the rules and regulations promulgated thereunder, including the federal laws, rules and regulations for federal savings and loan associations. If any paragraph, clause or provision of this Mortgage or the note or any other notes or obligations secured by this Mortgage is determined by a court of competent jurisdiction to be void, invalid or unenforceable, such decision shall affect only those paragraphs, clauses or provisions so determined and shall not effect the remaining paragraphs, clauses and provisions of this Mortgage or the note or other notes secured by this Mortgage.

(25) Offset. No indebtedness secured by this Mortgage shall be offset or compromised or shall be deemed to have been offset or compensated by all or part of any claim, cause of action, counterclaim or crossclaim, whether liquidated or unliquidated, while Borrower now or hereafter may have or may claim to have against Lender; and, in respect to the Indebtedness now or hereafter secured hereby, Borrower waives, to the fullest extent permitted by law, any and all rights of offset which Borrower now or hereafter may have or claim to have in respect to all or part of the indebtedness secured hereby, and further waives the benefits of any applicable law, regulation or procedure which provides or substantially provides that, where cross demands for money have existed between persons at any point in time when neither demand was barred by the applicable statute of limitations, and an action is thereafter commenced by one such person, the other person may assert in his answer the defense of payment in that the two demands are compensated so far as they equal each other, notwithstanding that an independent action asserting his claim would, at the time of filing his answer, be barred by the applicable statute of limitations.

(26) Interpretaion or NonMisinterpretation. Borrower has made certain written representations and disclosures in order to induce Lender to make the loan evidenced by the note or notes which this Mortgage secures, and in the event that Borrower has made any misrepresentation of material fact or failed to disclose any material fact, Lender, at its option and without prior notice, shall have the right to declare the indebtedness secured by this Mortgage, irrespective of the maturity date specified in the note or notes, immediately due and payable.

(27) Waiver of Homestead. Borrower hereby waives all right of homestead exemption in such property.

(28) Notice to Borrower. Any notice to the Borrower provided for in the note or this Mortgage shall be deemed given when it is deposited in the United States mail postage prepaid, addressed to the Borrower at the address of the Borrower as it appears in Lender's records pertaining to the loan evidenced by the note at the time notice is given.

(29) General Provisions. (a) This Mortgage applies to, binds to the benefit of, and binds, all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. (b) The term "owner" shall mean the owner and holder (including a pledgee) of any note secured hereby, whether or not named as Lender herein. (c) Whenever the context so requires, the masculine gender includes the feminine and neuter; the singular number includes the plural, and vice versa. (d) Captions and paragraph headings used herein are for convenience only, are not a part of this Mortgage and shall not be used in construing it.

(30) Adjustable Rate Mortgage Provisions. The Note which this Mortgage secures is an adjustable mortgage loan on which the interest rate may be adjusted from time to time in accordance with a monthly increase or decrease in an index, all as provided in said Note. From time to time the monthly installment payment due under said Note may not be sufficient to pay all interest due, in which case unpaid interest will be added to principal. In no case shall the unpaid interest added to the principal exceed 150% of the original principal indebtedness.

BORROWER REQUESTS THAT A COPY OF ANY NOTICE OF DEFAULT AND OF ANY NOTICE OF SALE HEREUNDER BE MAILED TO BORROWER AT THE ADDRESS HEREBY PROVIDED.

Signature of Borrower

Wladyslaw Szymanek
WLAJDYSŁAW SZYMANKA

Barbara Szymanek
Barbara Szymanek
PARTIARA SZYMANEK

State of Illinois

Cook County IL

I, the undersigned,
WEADYSLAW SZYMANEK AND BARBARA SZYMANEK, HUSBAND AND WIFE
a notary public in and for said county and state, do hereby certify that

personally known to me to be the same persons of whose name(s) above subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that THEY signed and delivered the same instrument as THEIR free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal this

5 day of June 1989

.1989

My commission expires: 12-29-90

Daniel O. Clark

Notary Public

NOTARIAL SEAL	
DANIEL A. ARCIOLA	
Notary Public, State of Illinois	
My Commission Expires 12-29-90	
Submitted by _____	Address _____
promised _____	Deliver at or before _____
Deliver duplicate _____	Address _____
Deliver to _____	Address _____
Notified _____	Address _____

LOAN NO. 1077661-1

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Peggy M., et al. 9/10/99