

85 342 560 UNOFFICIAL COPY
Mortgage 5 3 1974 Document No. 01-035024-02

(Corporate Land Trustee Form)

THIS INDENTURE WITNESSETH: That the undersigned
PIONEER TRUST AND SAVINGS COMPANY

a corporation organized and existing under the laws of the STATE OF ILLINOIS

12⁰⁰

not personally but as Trustee under the provisions of a Deed or Deeds in trust duly recorded and delivered to the
undersigned in pursuance of a Trust Agreement dated MARCH 24, 1974, and known as trust number
018895, hereinafter referred to as the Mortgagor, does hereby Mortgage and convey to

CRAGIN FEDERAL SAVINGS & LOAN ASSOCIATION

a corporation organized and existing under the laws of the UNITED STATES OF AMERICA

hereinafter referred to as the Mortgagee, the following real estate in the County of COOK

In the State of ILLINOIS, to wit:

PARCEL 1

Lot 8 in Cardamone's Addison Street Subdivision being a Subdivision
in the North West Quarter of Section 24, Township 40 North, Range 12,
East of the Third Principal Meridian, in Cook County, Illinois.

Also

PARCEL 2

Easements appurtenant to and for the benefit of Parcel 1 for Ingress and
Egress as set forth in the Grant of Easement recorded as Document # 27152453.

TAX #12-24-100-003
TO SECURE

(a) the payment of a Note executed by the Mortgagor to the order of the Mortgagee bearing even date herewith in the principal sum of
ONE HUNDRED FIFTY-THREE THOUSAND AND NO /100 Dollars

, which Note, together with interest thereon as therein provided, is payable in monthly installments of
ONE THOUSAND SEVEN HUNDRED THIRTY-NINE AND NO /100 Dollars

, 1739.00, commencing the 1ST day of DECEMBER, 1985
which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(b)

(c) any advances made by the Mortgagee to the Mortgagor, or its successor in title, for any purpose, at any time before the release and cancellation of
this Mortgage, but at no time shall this Mortgage secure advances on account of said original Note together with such additional advances, in a sum in
excess of ONE HUNDRED EIGHTY-THREE THOUSAND SIX HUNDRED AND NO /100 1,083,600.00
provided that, nothing herein contained shall be considered as limiting the amounts that shall be secured hereby when advanced to protect the security or in
accordance with covenants contained in the Mortgage.

(d) the performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note.

THE MORTGAGOR COVENANTS:

A. (1) To pay said Indebtedness and the interest thereon as herein and in said note provided, or according to any agreement extending the time of pay-
ment thereof; (2) To pay when due and before any penalty attached thereto all taxes, special taxes, special assessments, water charges, sewer service charges,
and condominium assessments against said property (including those heretofore due), and to furnish Mortgagee, upon request, duplicate receipts therefor,
and all such items extended against said property shall be conclusively deemed valid for the purpose of this requirement; (3) To keep the improvements now or
hereafter upon said premises insured against damage by fire, and such other hazards as the Mortgagee may require to be insured against; and to provide public
liability insurance and such other insurance as the Mortgagee may require, until said Indebtedness is fully paid, or in case of foreclosure, until expiration of the

85 342 560

UNOFFICIAL COPY

MORTGAGE

Box 403

COOK COUNTY, ILLINOIS
FILED FOR RECORD

REC'D DEC 30 PH 243

PIONEER TRUST AND SAVINGS COMPANY
TR. NO. 010895 EHTH 03-26-74

to

CRAGIN FEDERAL SAVINGS AND LOAN
ASSOCIATION

PROPERTY AT:
7930 W. ADDISON
CHICAGO, ILLINOIS 60634

Loan No. 01-35024-02

85342560

Property of Cook County Clerk's Office

UNOFFICIAL COPY

855-1210

K. That upon the commencement of any foreclosure proceeding hereunder, the court in which such bill is filed may at any time, either before or after sale, and without notice to the Mortgagor, or any party claiming under him, and without regard to the solvency of the Mortgagor or the then value of said premises, or whether the same shall then be occupied by the owner of the equity of redemption as a homestead, appoint a receiver with power to manage and rent and to collect the rents, 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 sale, towards 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 personam or not, and if a receiver shall be appointed he shall remain in possession until the expiration of the full period allowed by statute for redemption, whether there be redemption or not, and until the issuance of deed in case of sale, but if no deed be issued, until the expiration of the statutory period during which it may be issued and no lease of said premises shall be nullified by the appointment or entry in possession of a receiver but he may elect to terminate any lease junior to the lien herein.

L. That each right, power and remedy herein conferred upon the Mortgagor is cumulative of every other right or remedy of the Mortgagor, whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagor of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagor to require or enforce performance of the same or any other of said covenants; that wherever the context hereof requires, the masculine gender, as used herein, shall include the feminine and the neuter and the singular number, as used herein, shall include the plural; that all rights and obligations under this mortgage shall extend to and be binding upon the respective heirs, executors, administrators, successors and assigns of the Mortgagor, and the successors and assigns of the Mortgagor; and that the powers herein mentioned may be exercised as often as occasion therefor arises.

M. The corporate Trustee named herein being duly authorized to do so by the trust instrument or by any persons having a power of direction over the Trustee does hereby waive any and all rights of redemption from sale under any order or decree foreclosing this mortgage, unless this mortgage, at the time of the execution hereof, covers any land which is improved with a dwelling for not more than four families or is given to secure a loan to be used, in whole or in part, to finance the construction of a dwelling for not more than four families or is used or intended to be used for agricultural purposes.

N. The right is hereby reserved by the Mortgagor to make partial release or releases of the mortgaged premises hereunder without notice to, or the consent, approval or agreement of other parties in interest, including junior liens, which partial release or releases shall not impair in any manner the validity or priority of this mortgage on the mortgaged premises remaining, nor release any guarantor, co-signer, surety or endorser from personal liability for the indebtedness hereby secured.

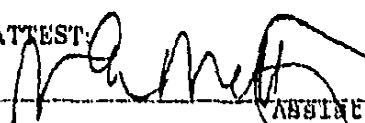
O. This mortgage is executed by the undersigned not personally but as Trustee as aforesaid in the exercise of the power and authority conferred upon and vested in it as such Trustee and said undersigned hereby warrants that it possesses full power and authority to execute this instrument and it is expressly understood and agreed that nothing herein or in said note contained shall be construed as creating any liability on the said undersigned, either individually or as Trustee aforesaid, personally, to pay the said note or any interest that may accrue thereon, or any indebtedness accruing hereunder, or to perform any covenant either express or implied herein contained, all such liability, if any, being expressly waived by the Mortgagor and by every person now or hereafter claiming any right or security hereunder, and that so far as the undersigned, either individually or as Trustee aforesaid or its successors, personally are concerned, the legal holder or holders of said note and the owner or owners of any indebtedness accruing hereunder shall look solely to the premises hereby conveyed for the payment thereof, by the enforcement of the lien hereby created in the manner herein and in said note provided or by action to enforce the personal liability of the guarantor, co-signer, surety or endorser, if any.

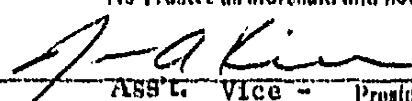
IN WITNESS WHEREOF, the undersigned corporation, not personally but as Trustee as aforesaid, has caused these presents to be signed by its Ass't. Vice - President, and its corporate seal to be hereunto affixed and attested by its Assistant Secretary, this 2ND day of OCTOBER, A.D., 1985.

PIONEER TRUST AND SAVINGS COMPANY

As Trustee as aforesaid and not personally

ATTEST:

 ASSISTANT SECRETARY

 ASS'T. VICE - President

STATE OF ILLINOIS

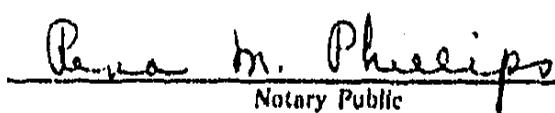
COUNTY OF COOK

ss.

I, the undersigned, Rena Phillips, a Notary Public in
and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT JAMES A. KIEL
personally known to me to be the Ass't. Vice - President of PIONEER TRUST AND SAVINGS COMPANY
a corporation, and MARTHA E. McHUGH personally known to me to be the Ass't.

Secretary of said corporation, and personally known to me to be the name persons whose names are subscribed to the foregoing
instrument, appeared before me this day in person and severally acknowledged that as such officers, they signed and delivered
the said instrument as such officers of said corporation and caused the corporate seal of said corporation to be affixed thereto,
pursuant to authority, given by the Board of Directors of said corporation as their free and voluntary act, and as the free and
voluntary act and deed of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal, this 2ND day of OCTOBER, A.D., 1985.


Rena M. Phillips
Notary Public

MY COMMISSION EXPIRES APRIL 4, 1989

MY COMMISSION EXPIRES _____

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAIGIN FEDERAL SAVINGS AND LOAN ASSOCIATION,
5200 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

-JR-

CD
CH
CG
CJ

UNOFFICIAL COPY

All agreements for the lease or by virtue of any lease or agreement for the lease of land or immovable property, whether oral or written, to be made or entered into in the Province of Quebec, shall be deemed valid and enforceable, and shall be construed and interpreted according to the law of Quebec, unless otherwise provided in the agreement, and shall be governed by the law of Quebec, unless otherwise provided in the agreement.

II. That the Secretary of State may employ counsel for the defense of the Secretary of State and the Attorney General and the Secretary of the Commonwealth in any suit or proceeding in which the Commonwealth may be a party to the same, and the expenses of such counsel shall not be paid by the Commonwealth, unless the same be paid to the Attorney General and the Secretary of the Commonwealth by the time of trial, and the application of the same to the Commonwealth may be denied.

That is the result the ownership of said property by any party thereof becomes a valid interest in a property other than the Mortgagor, or in the event there is an assignment with such necessity to accreditance in interests with regard to the Mortgagor, without distinction of the date secured hereby;

E That it is the intent hereof to secure payment of said note and debt from members of the military who have been drafted to the service of the United States.

D. That in case of any act of war, armed neutrality, or other emergency to prevent the same from being used against the United States, the President may, by proclamation, declare such a portion of the coast of the United States as he may designate, and such a time as he may prescribe, to be a port of refuge for vessels of the United States.

B. In order to provide for the payment of taxes, assessments, and other amounts due upon the property securing the indebtedness, and for the payment of expenses incurred in paying the same, the holder is entitled to a priority over all other creditors holding valid liens or security interests in the property.