

UNOFFICIAL COPY

Mortgage

Loan No. 88-44393-05

(Corporate Land Trustee Form)

248628

8819815

THIS INDENTURE WITNESSETH: That the undersigned
FIRST NATIONAL BANK OF CICERO, a National Banking Association

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

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 **MAY 24, 1982** and known as trust number **8009** 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**

PARCEL I:

THE NORTH 12.50 FEET OF LOT 23 AND ALL OF LOT 24 IN PREROST EDGEWOOD HOMES 2ND ADDITION, BEING A SUBDIVISION OF BLOCK 29, (EXCEPT THE EAST 375 FEET THEREOF) IN CIRCUIT COURT PARTITION OF SECTION 6, TOWNSHIP 38 NORTH RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 6, 1959 AS DOCUMENT NUMBER 17530729.

PARCEL II:

EASEMENT FOR BENEFIT OF PARCEL I, AS SET FORTH IN THE DECLARATION OF EASEMENTS AND EXHIBIT "A" THERETO ATTACHED MADE BY THE CHICAGO TITLE AND TRUST COMPANY, A CORPORATION OF ILLINOIS, AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 3, 1957 AND KNOWN AS TRUST NUMBER 39367, DATED AND RECORDED SEPTEMBER 11, 1959 AS DOCUMENT NUMBER 17655504 AND CREATED BY THE DEED FROM THE CHICAGO TITLE AND TRUST COMPANY, AN ILLINOIS CORPORATION AS TRUSTEE UNDER TRUST AGREEMENT DATED JULY 3, 1957 AND KNOWN AS TRUST NUMBER 39367 TO JOSEPH KUPP DATED DECEMBER 28, 1962 AND RECORDED JANUARY 8, 1963 AS DOCUMENT NUMBER 18691200 FOR INGRESS AND EGRESS, IN COOK COUNTY ILLINOIS.

PERMANENT INDEX #19-06-300-037

COMMONLY KNOWN AS: 4313 S. Harlem Avenue, Stickney, Illinois 60407

December 1988
Don Halzager

(2) 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 **TWO HUNDRED EIGHT THOUSAND EIGHT HUNDRED AND NO 7/100** Dollars **208800.00** 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.

(3) 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 payment thereof. (2) To pay when due and before any penalty attaches 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

DEPT-01 915 00
TRAN 3050 10/29/88 15 28 00
#791 # D *-88-490488
SEE CONT. RECORDS

Property of Cook County Clerk's Office

884393-05

88405199

Box 403

MORTGAGE

FIRST NATIONAL BANK OF CICERO
TR. NO. 8009 DTD. 05-24-82

10

CRAGIN FEDERAL SAVINGS AND LOAN
ASSOCIATION

PROPERTY AT:
4313 S. HARLEM AVENUE
STICKNEY, ILLINOIS 60402

Loan No. 01-44393-05

[Handwritten signature]

R. E. Smith
35 S. S. Springfield
Hinsdale, Ill. 60521

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A. To pay said indebtedness and the interest thereon as herein and in said note provided or according to any agreement extending the term of pay... and all other items provided against said property that be conducted during the term of this mortgage... and to furnish mortgages, upon request, duplicate receipts therefor.

THE MORTGAGOR COVENANTS:

1. The performance of all of the covenants and obligations of the Mortgagor to the Mortgagee, as contained herein and in said Note... provided that nothing herein contained shall be construed as limiting the amount that shall be secured hereby when so added to protect the security or in... TWO HUNDRED EIGHT THOUSAND EIGHT HUNDRED AND NO/100

16. For ninety five months next thereafter succeeding and a final payment of the unpaid balance of the principal sum and accrued interest due thereon on or before the last day of SEPTEMBER, 1996.

17. 1642.88 1ST DAY OF OCTOBER 1988... ONE THOUSAND SIX HUNDRED FORTY-TWO AND 88/100... ONE HUNDRED SEVENTY-FOUR THOUSAND AND NO/100

88156159

TO SECURE

TO HAVE AND TO HOLD the above described premises together with all and singular rights and appurtenances thereto in anywise in anywise whatsoever... together with all buildings, improvements, fixtures or appurtenances thereon or placed thereon, including all apparatus, equipment, fixtures or fixtures whether in large units or centrally controlled, used for heating, heat, gas and conditioning water light, power, refrigeration, ventilation or other service and any other thing now or hereafter connected with the subject hereof...

THIS INDENTURE WITNESSETH: That the undersigned

88198150

(Corporate Land Trustee Form) 348 U.S.

Mortgage

Loan No. 01-4393-05

Handwritten initials/signature

UNOFFICIAL COPY

Box 403

MORTGAGE

88498488

FIRST NATIONAL BANK OF CINCINNATI
IR. NO. 8009 DTD. 05-24-82

to

CRAGIN FEDERAL SAVINGS AND LOAN
ASSOCIATION

PROPERTY AT:
4313 S. HARLEM AVENUE
STICKNEY, ILLINOIS 60402

Loan No. 01-44393-05

R. E. Brown
33 S. Springfield
Springfield, Ill. 62761

Property of Cook County Clerk's Office

88498488

DEPT-01
181111 FROM 3250 18/29/88 15 26 88
* 88-498488
COOK COUNTY CLERK'S OFFICE

UNOFFICIAL COPY

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 hereof

L That each right, power and remedy herein conferred upon the Mortgagee is cumulative of every other right or remedy of the Mortgagee whether herein or by law conferred, and may be enforced concurrently therewith, that no waiver by the Mortgagee of performance of any covenant herein or in said obligation contained shall thereafter in any manner affect the right of Mortgagee 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 Mortgagee, and that the powers herein mentioned may be exercised as often as occasion therefore 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 Mortgagee 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 lienors, which partial release or releases shall not impair in any manner the validity of 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 Mortgagee 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 Vice President, and its corporate seal to be hereunto affixed and attested by its Asst. Secretary, this 26TH day of AUGUST, A.D. 19 88

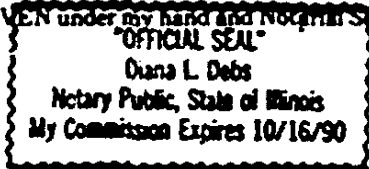
FIRST NATIONAL BANK OF CICERO A/T/U

ATTEST: Nancy Tomisek Asst. Secretary Henry J. Richter Vice President
As Trustee as aforesaid and not personally
dtd. 6-2-82 as Trust No. 8009

STATE OF ILLINOIS }
COUNTY OF Cook } ss. I, the undersigned, Diana L. Debs a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Glen J. Richter personally known to me to be the Vice President of FIRST NATIONAL BANK OF CICERO a corporation, and Nancy Tomisek personally known to me to be the Asst. Secretary of said corporation, and personally known to me to be the same 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 13th day of September, A.D. 19 88



Diana L. Debs
Notary Public

MY COMMISSION EXPIRES 10-16-90

THIS INSTRUMENT WAS PREPARED BY RICHARD J. JAHNS
OF CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION,
5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

58-115-1032

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1 All easements, rights, interests and profits of and property and interest therein owned or owned in part by the Mortgagor or any other person, shall be subject to the lien of this mortgage and shall be deemed to be part of the mortgaged property.

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3 In case the mortgaged property or any part thereof shall be taken by condemnation, the Mortgagor is hereby empowered to collect and receive all compensation which may be paid for any property taken or for damages to any property not taken and all condemnation compensation to be received by the Mortgagor as it may be determined by the appropriate authority. The Mortgagor shall be bound to pay to the lender all such compensation as may be paid for any property taken or for damages to any property not taken and all condemnation compensation to be received by the Mortgagor as it may be determined by the appropriate authority. The Mortgagor shall be bound to pay to the lender all such compensation as may be paid for any property taken or for damages to any property not taken and all condemnation compensation to be received by the Mortgagor as it may be determined by the appropriate authority.

4 The Mortgagor shall be bound to pay to the lender all such compensation as may be paid for any property taken or for damages to any property not taken and all condemnation compensation to be received by the Mortgagor as it may be determined by the appropriate authority. The Mortgagor shall be bound to pay to the lender all such compensation as may be paid for any property taken or for damages to any property not taken and all condemnation compensation to be received by the Mortgagor as it may be determined by the appropriate authority.

5 In the event of the death of the Mortgagor, the lender shall be bound to pay to the lender all such compensation as may be paid for any property taken or for damages to any property not taken and all condemnation compensation to be received by the Mortgagor as it may be determined by the appropriate authority. The Mortgagor shall be bound to pay to the lender all such compensation as may be paid for any property taken or for damages to any property not taken and all condemnation compensation to be received by the Mortgagor as it may be determined by the appropriate authority.

6 That in the event of the death of the Mortgagor, the lender shall be bound to pay to the lender all such compensation as may be paid for any property taken or for damages to any property not taken and all condemnation compensation to be received by the Mortgagor as it may be determined by the appropriate authority. The Mortgagor shall be bound to pay to the lender all such compensation as may be paid for any property taken or for damages to any property not taken and all condemnation compensation to be received by the Mortgagor as it may be determined by the appropriate authority.

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