

UNOFFICIAL COPY

(Individual Form)

17519

Loan No. 01-44686-05

THE UNDERSIGNED,

VERGHESE NINAN and GLORY NINAN, HUSBAND AND WIFE

CITY OF ELMHURST
of _____, County of DU PAGE, State of ILLINOIS

hereinafter referred to as the Mortgagor, does hereby mortgage and warrant to

CRAGIN FEDERAL SAVINGS AND 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: THAT PART OF LOT 1 IN LAUREL ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS: ALL THAT PART LYING WEST OF THE EAST 46.71 FEET, AS MEASURED ALONG THE NORTH AND SOUTH LINES THEREOF, OF A TRACT OF LAND BEING THAT PART OF LOT 1 IN LAUREL ESTATES SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 22, TOWNSHIP 41 NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE DUE EAST (BEING AN ASSUMED BEARING FOR THIS LEGAL DESCRIPTION) ALONG THE SOUTH LINE OF SAID LOT 1, 412.42 FEET, THENCE DUE NORTH, 29.25 FEET TO A POINT FOR A PLACE OF BEGINNING OF THE TRACT OF LAND HEREIN DESCRIBED; THENCE DUE WEST 57.42 FEET, THENCE DUE NORTH, 52.75 FEET; THENCE DUE EAST, 97.42 FEET; THENCE DUE SOUTH 32.75 FEET TO THE PLACE OF BEGINNING, IN COOK COUNTY, ILLINOIS.

PARCEL 2: EASEMENTS FOR INGRESS AND EGRESS APPURTENANT TO AND FOR THE USE AND BENEFIT OF PARCEL 1 AS SET FORTH AND DEFINED IN THE DECLARATIONS RECORDED AS DOCUMENT NOS. 23597577 AND 23762547, IN COOK COUNTY, ILLINOIS. COMMONLY KNOWN AS: 1713 VICTORIA, MT. PROSPECT, ILLINOIS 60056
PERMANENT TAX NUMBER: 08-22-204-024

ONE THOUSAND FIVE HUNDRED TWENTY AND 13/100

is 1520.13 commencing the 1ST day of NOVEMBER 1988 Dollars

(b) 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 OCTOBER, 1996.

(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 ONE HUNDRED NINETY-THREE THOUSAND TWO HUNDRED AND NO 2/100 Dollars is 153200.00 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

14969/892026
203

88517519

88517519

88517519

UNOFFICIAL COPY

88517519

REC
BOX 103

Box403.....

MORTGAGE

MARGAN, NINAN

to

MAGIN FEDERAL SAVINGS AND LOAN
ASSOCIATION

PROPERTY AT:

1713 VICTORIA

MT. PROSPECT, ILLINOIS 60056

Loan No. 01-44686-05

Property of Cook County Clerk's Office

DEPT-01 \$15.00
14444 - TRAN 3500 11/09/88 10:06:00
#1657 # D * -88-517519
COOK COUNTY RECORDER

UNOFFICIAL COPY

P-3-1-76

3 3 5 1 7 5 1 9

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 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

THE MORTGAGOR COVENANTS:

(2) 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 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) Any advances made by the Mortgagee to the Mortgagor, or his successor in title, for any purpose, at any time before the release and cancellation of the Mortgage, but at no time shall this Mortgage secure advances in excess of the principal amount of said original Note, together with such additional advances, in a sum in excess of ONE HUNDRED NINETY-THREE THOUSAND TWO HUNDRED AND NO/100 Dollars.

Final payment of the unpaid balance of the principal sum and accrued interest due thereon on or before the last day of OCTOBER, 1996.

(1) (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 SIXTY-ONE THOUSAND AND NO/100 Dollars, which Note, together with interest thereon as therein provided, is payable in monthly installments of ONE THOUSAND FIVE HUNDRED TWENTY AND 13/100 Dollars commencing the 15th day of NOVEMBER 1988.

TO SECURE

TO HAVE AND TO HOLD the said property, with said buildings, improvements, fixtures, appurtenances, apparatus and equipment, and with all the rights and privileges thereunto belonging, unto said Mortgagee forever, for the uses hereinafter set forth, free from all rights and benefits under the homestead, exemption and valuation laws of any state, which said rights and benefits said Mortgagor does hereby release and waive.

Together with all buildings, improvements, fixtures or appurtenances now or hereafter erected thereon or placed therein, 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 other services, 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, etc., doors, in-a-door beds, swings, clove and water heaters (all of which are intended to be and are hereby 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, warranted, retained and set over unto the Mortgagee, whether now due or hereafter to become due as provided herein. The Mortgagee is hereby subrogated to the rights of all mortgagees, lienholders and owners paid off by the proceeds of the loan hereby secured.

61617519

VERGESE NINAN and GLORY NINAN, HUSBAND AND WIFE
THE UNDERSIGNED,

Loan No. 01-44686-05

Mortgage (Individual Form)

5 1 7 5 1 9

692026 @ 2/3

RECORDS
BOX 123

Box.....403

MORTGAGE

NINAN, NINAN

to

CHAGIN FEDERAL SAVINGS AND LOAN
ASSOCIATION

PROPERTY AT:
1713 VICTORIA
MT. PROSPECT, ILLINOIS 60056

Loan No. 01-44686-05

UNOFFICIAL COPY

Property of Cook County Clerk's Office

DEPT-01
1#1444 - TRAN 3500 11/09/88 10:06:00
#1657 # D * -88-517519
COOK COUNTY RECORDER

88517519

UNOFFICIAL COPY

statutory period during which it may be issued. Mortgagee shall, however, have the discretionary power at any time to refuse to take or to abandon possession of said premises without affecting the lien hereof. Mortgagee shall have all powers, if any, which might have had without this paragraph. No suit shall be sustainable against Mortgagee based upon acts or omissions relating to the subject matter of this paragraph unless commenced within sixty days after Mort...

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 validly made by the appointment or entry as possessor 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 therefor arises.

01611888

IN WITNESS WHEREOF, this mortgage is executed, sealed and delivered this 27TH

day of SEPTEMBER, A.D. 19 88

Verghese Ninan (SEAL) Glory Ninan (SEAL)
VERGHESE NINAN (SEAL) GLORY NINAN (SEAL)

STATE OF ILLINOIS

COUNTY OF COOK

I, The Undersigned, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT VERGHESE NINAN and GLORY NINAN, HUSBAND AND WIFE

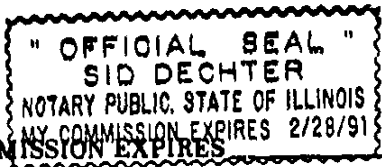
personally known to me to be the same person whose names are subscribed to the foregoing instrument,

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 all

rights under any homestead, exemption and valuation laws.

GIVEN under my hand and Notarial Seal, this 27TH day of SEPTEMBER, A.D. 19 88



Sid Dechter
Notary Public

88517519

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

All easements, rents, issues and profits of said premises are pledged, assigned and transferred to the Mortgagee, whether now due or hereafter to be...

In case the mortgaged property, or any part thereof, shall be taken by condemnation, the Mortgagee 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 so received shall be...

That the Mortgagee may employ counsel for advice or other legal services as to the Mortgagee's discretion in connection with any dispute as to the debt hereby secured or the lien of this instrument, or any litigation to which the Mortgagee may be made a party on account of which any effect shall be...

That in the event the ownership of said property or any part thereof, becomes vested in a person other than the Mortgagee, the Mortgagee may, without notice to the Mortgagee, deal with such successor or assignor in interest with reference to this mortgage and the debt hereby secured in the same manner as...

That it is the intent hereof to secure payment of said note and obligation whether the entire amount advanced to the Mortgagee at the date hereof, or at a later date, and to secure any other amount or amounts that may be added to the mortgage indebtedness under the terms of this mortgage...

That in case of failure to perform any of the covenants herein, the Mortgagee may do on Mortgagee's behalf everything so covenanted: that said Mortgagee may also do any act it may deem necessary to protect the lien hereof, that Mortgagee will repay upon demand any money paid or disbursed by Mortgagee for any of the above purposes...

This mortgage contract provides for additional advances which may be made at the option of the Mortgagee and secured by this mortgage, and it is agreed that in the event of such advances the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured...

In order to provide for the payment of taxes, assessments, insurance premiums, and other annual charges upon the property securing this indebtedness, and other insurance required or accepted, the undersigned promises to pay to the Mortgagee a portion of the current year taxes upon the distributed premises...

To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage: (1) That the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any City, Village, and/or other governmental board, authority or agency having jurisdiction over the mortgaged premises.

Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property not to diminish nor impair its value by any act or omission to act: (2) To comply with all requirements of law with respect to mortgaged premises and the use thereof: (3) Not to make, suffer, or permit, with or without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvement, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on condition sale, lease or agreement, under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement on said property: (9) To complete within a reasonable time any building or improvement now or at any time in process of erection upon the premises: (10) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage: (11) That the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any City, Village, and/or other governmental board, authority or agency having jurisdiction over the mortgaged premises.

Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property not to diminish nor impair its value by any act or omission to act: (2) To comply with all requirements of law with respect to mortgaged premises and the use thereof: (3) Not to make, suffer, or permit, with or without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvement, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on condition sale, lease or agreement, under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement on said property: (9) To complete within a reasonable time any building or improvement now or at any time in process of erection upon the premises: (10) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage: (11) That the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any City, Village, and/or other governmental board, authority or agency having jurisdiction over the mortgaged premises.

Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property not to diminish nor impair its value by any act or omission to act: (2) To comply with all requirements of law with respect to mortgaged premises and the use thereof: (3) Not to make, suffer, or permit, with or without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvement, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on condition sale, lease or agreement, under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement on said property: (9) To complete within a reasonable time any building or improvement now or at any time in process of erection upon the premises: (10) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage: (11) That the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any City, Village, and/or other governmental board, authority or agency having jurisdiction over the mortgaged premises.

Not to make, suffer or permit any unlawful use of or any nuisance to exist on said property not to diminish nor impair its value by any act or omission to act: (2) To comply with all requirements of law with respect to mortgaged premises and the use thereof: (3) Not to make, suffer, or permit, with or without the written permission of the Mortgagee being first had and obtained, (a) any use of the property for any purpose other than that for which it is now used, (b) any alterations of the improvement, apparatus, appurtenances, fixtures or equipment now or hereafter upon said property, (c) any purchase on condition sale, lease or agreement, under which title is reserved in the vendor, of any apparatus, fixtures or equipment to be placed in or upon any building or improvement on said property: (9) To complete within a reasonable time any building or improvement now or at any time in process of erection upon the premises: (10) To appear in and defend any proceeding which in the opinion of the Mortgagee affects its security hereunder, and to pay all costs, expenses and attorney's fees incurred or paid by the Mortgagee in any proceeding in which it may participate in any capacity by reason of this mortgage: (11) That the mortgaged premises will at all times be maintained, repaired and operated in accordance with the Building, Fire, Zoning, Health and Sanitation Laws and Ordinances of any City, Village, and/or other governmental board, authority or agency having jurisdiction over the mortgaged premises.

88517518