

UNOFFICIAL COPY

Mortgage

(Corporate Land Trustee Form)

3 S | Loan No. 01-42292-09

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65

20/7
THIS INDENTURE WITNESSETH: That the undersigned

NORTHWEST NATIONAL BANK OF CHICAGO, 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 FEBRUARY 07, 1978 and known as trust number 4471, hereinafter referred to as the Mortgagor, does hereby Mortgage and convey to

88035150

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:

LOT 12 AND THE NORTH 3 FEET OF LOT 13 IN WM. J. BAUERLES ADDITION TO IRVING PARK IN THE WEST 1/2 OF THE NORTH WEST 1/4 OF SECTION 21, TOWNSHIP 40 NORTH, RANGE 13 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.
COMMONLY KNOWN AS: 3640 N. LONG AVE., CHICAGO, ILLINOIS 60641

PERMANENT INDEX NO.: 13-21-27-037-0000 CLO ALL

COMMUNITY TITLE GUARANTY CO.
450 East Lake Street
Addison, Illinois 60101

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, screen doors, door heads, awnings, stoves 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, transferred and 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, bondholders and owners paid off by the proceeds of the loan hereby secured.

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 herein 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.

TO SECURE

(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

SIXTY THOUSAND AND NO /100

Dollars

60000.00

), which Note, together with interest thereon as therein provided, is payable in monthly installments of

SEVEN HUNDRED EIGHTY-FOUR AND 62/100

Dollars

784.62

), commencing the

1ST day of MARCH . 19 88

which payments are to be applied, first, to interest, and the balance to principal, until said indebtedness is paid in full.

(b)

68035150
Community Title
Guaranty Co.
Clients Office

(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 SEVENTY-TWO THOUSAND AND NO /100 Dollars 72000.00), 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

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68035150

Box 403

MORTGAGE

NORTHWEST NATIONAL BANK OF CHICAGO
TR NO. 4471 DTD. 02-07-78

to

CRAGIN FEDERAL SAVINGS AND LOAN
ASSOCIATION

PROPERTY AT:
3640 N. LONG AVE.
CHICAGO, ILLINOIS 60641

Loan No. 01-42292-09



DEPT-01 \$10.00
T#4444 TRAN 7416 01/25/06 89 37.00
#2541 # D *-88-035150
COOK COUNTY RECORDS

-88-035150

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83035100

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 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/or 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 lienees, 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 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 LAND TRUST OFFICER, President, and its corporate seal to be hereunto affixed and attested by its TRUST OFFICER.

Secretary, this 18TH day of DECEMBER, A.D. 1987.

NORTHWEST NATIONAL BANK OF CHICAGO
As Trustee as aforesaid and not personally

ATTEST:

Carol A. Olszanski

JANET M. OLSZANSKI, CLERK

Secretary

Andrew N. Dobryn

PRESIDENT

STATE OF ILLINOIS

COUNTY OF Cook } ss.

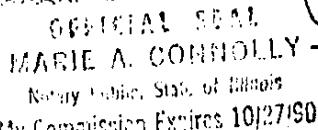
I, the undersigned,

a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT A. Dobryn
personally known to me to be the LAND TRUST OFFICER of NORTHWEST NATIONAL BANK OF CHICAGO

a corporation, and C. Cshinski personally known to me to be the TRUST OPERATIONS OFFICER
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 at 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 18TH day of DECEMBER, A.D. 1987.



Marie A. Connolly
Notary Public

MY COMMISSION EXPIRES

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

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I in case the mortgaged property, or any part thereof, shall be taken by condemned action, the trustee 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 deposited in trust for the benefit of the heirs, executors, administrators and next of kin of the deceased, and the amount so deposited shall be delivered to the beneficiaries of any right which existed at the time of his death as is now provided by law.

1. That the Borrower may employ such means, for the reduction of other debts or otherwise, as he may see fit, to discharge his debt to the Lender, provided that the payment of such debts or otherwise does not exceed the amount due by the Borrower to the Lender.

If there is the event that one of the owners of said property or any part thereof, becomes disabled in a person other than the mortgagee, or in the event that there is an intercession of successors in said property, the mortgagee may, within one month to either the date of payment of the debt, or the date hereby measured in the same manner as with the discharging of in any way affecting the liability of the mortgagors and may require to use of may extract time for payment of the debt, acts and ready, without discharging or in any way affecting the liability of the

E That it is the intent hereof to secure payment of said note, and obligation whether the entire amount shall have been advanced to the Mortgagor 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.

Notices to advise any member or my purpose not to do any act hereunder, and the messenger shall not incur any personal liability because of anything it may do or omit to do hereunder.

D. That in case of failure to perform any of the covenants herein, either party may do all mitigation or behalf every thing to cure such breach, including all expenses made for different purposes and for different times and different places and other expenses modicificans of the contract, but in all other respects such party may be relieved and excepted for such damage and destruction may be liable to the other party.

C This mortgagee can require payment for additional advances which may be made at the option of the mortgagor and secured by such a mortgage, and it is agreed that in the event of such a payment the amount thereof may be added to the mortgage debt and shall increase the unpaid balance of the note hereby secured by the amount of such a sum and shall be a part of said note independent all of the terms of said note and this contract as fully as if a new

of the loan and to pay interest on it for the period between the date of the deposit and the date of the withdrawal or cancellation of the deposit. The depositor may withdraw his deposit at any time, but he must give notice of his intention to withdraw his deposit at least one month before the date of withdrawal. The depositor may withdraw his deposit at any time, but he must give notice of his intention to withdraw his deposit at least one month before the date of withdrawal.

B In order to provide for the payment of taxes, assessments, premiums, and other annual charges upon the mortgaged premises, and for the payment of taxes, assessments, premiums, and other annual charges upon the mortgaged premises.