

# UNOFFICIAL COPY

Mortgage

3 3 / 0 Loan No. 01-43944-72

(Corporate Land Trustee Form)

88370873

THIS INDENTURE WITNESSETH: That the undersigned

MIDWEST BANK AND TRUST COMPANY

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

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 JULY 11, 1988 and known as trust number 88-07-5545, 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:

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, platform beds,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 let 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 EIGHTY-THREE THOUSAND AND NO /100 Dollars

(is) 83000.00

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

EIGHT HUNDRED FIVE AND 22/100 Dollars

(is) 805.22

, commencing the 1ST day of SEPTEMBER, 1988

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

(b) This Mortgage is specifically made subject to the terms

and provisions contained in the attached rider which by  
this reference is made a part hereof.

(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 NINETY-NINE THOUSAND SIX HUNDRED AND NO /100 Dollars (is) 99600.00, 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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Box 403

## MORTGAGE

88370873

MIDWEST BANK AND TRUST COMPANY  
TR NO. 88-07-5545 DTD. 07-11-88

To

CRAIGIN FEDERAL SAVINGS AND LOAN  
ASSOCIATION

PROPERTY AT:  
1940 72ND COURT  
ELMWOOD PARK, ILLINOIS 60635

Loan No. 01-43944-72

ADDITIONAL SECURITY: 2231 N. 74TH AVENUE  
ELMWOOD PARK, ILLINOIS 60635

RECORDED IN THE COOK COUNTY CLERK'S OFFICE  
ON JULY 16, 1988  
1988-01 RECORDING #88-16382-1425  
1988-01 RECORDING #88-16382-1425

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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 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.

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 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 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. Trust Officer, this 14TH day of JULY A.D. 19 88.

MIDWEST BANK AND TRUST COMPANY

As Trustee as aforesaid and not personally

ATTEST:

Angela McClain  
Asst. Trust Officer  
STATE OF ILLINOIS  
COUNTY OF Cook } ss.

I, the undersigned, Ellen Vesley, a Notary Public in

and for said County, in the State aforesaid, DO HEREBY CERTIFY THAT Barbara Love  
personally known to me to be the Vice President of MIDWEST BANK AND TRUST COMPANY  
a corporation, and Angela McClain personally known to me to be the Asst. Trust  
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 25th day of JULY A.D. 19 88.

"OFFICIAL SEAL"  
Ellen Vesley  
Notary Public, State of Illinois  
My Commission Expires Feb. 25, 1990

Ellen Vesley  
Notary Public

MY COMMISSION EXPIRES 2/25/90

RICHARD J. JAHNS

THIS INSTRUMENT WAS PREPARED BY CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION,  
OF

5133 WEST FULLERTON AVENUE, CHICAGO, ILLINOIS 60639

883-20873

# **UNOFFICIAL COPY**

I in case the mortgaged property, or any part thereof, shall be taken by condemmation, shall be paid for my property taken and all damages sustained in connection therewith, the holder of the mortgage is hereby empowered to collect and receive all compensation which may be paid for any property taken or for any damage to the same over the amount of the indemnities shall be delivered to the holder of the mortgage for his benefit.

example, claim that entire indebtedness, whether due and payable by the terms hereof or not, and the interest due thereon up to the time of such sale, and the amount of any attorney's fees and costs incurred in the defense of any action or proceeding to collect any amount due hereunder.

Securing the future of our forests and communities will take a collective effort. By working together, we can ensure that our forests remain healthy, sustainable, and provide for generations to come.

slid to 0 to show the property of the best fit. The independent variables have been set to 0 in this illustration to which the plot belongs.

**1. The Board Cases to Occupy the Property as his Principal Residence**

However, this migration is likely to proceed simultaneously and independently, to some extent, in different directions. In one direction, the migration will be driven by the need to increase the efficiency of the system, and in another direction, it will be driven by the need to reduce the cost of the system.

or upon the death of my mother, and before or during her lifetime, she left me the sum of £1000, and I have since added to it by the sum of £1000, so that I now have £2000.

Using one of a procedure to generate the distribution of parameters in the model, we can estimate the posterior distribution of the parameters. This is done by generating a large number of parameter sets from the posterior distribution. The posterior distribution of the parameters is then used to calculate the posterior distribution of the model's predictions.

A table in this paper gives some information on the distribution of some properties in sand particles, the properties being size, density, and shape.

debt service, or at a later date, and to secure any other amount of money that may be added to the mortgage indebtedness under the terms of this mortgage.

**May do or omit to do business under:**  
The Internet service provider may do or omit to do business under:

Chlorine-induced desiccation of the protoplasts of *Saccharomyces cerevisiae* was found to be more pronounced at the original water potential than at the water potential at which the protoplasts were isolated. The water potential at which the protoplasts were isolated was found to be higher than the water potential at which the protoplasts were isolated. The water potential at which the protoplasts were isolated was found to be higher than the water potential at which the protoplasts were isolated.

made much more difficult, especially when dealing with a differentiator's market share and other extreme modifications of the current contract. But in all other such situations may as well remain in full force and effect as to said distributor, including all advantages made available under the present agreement.

C This metric allows our software providers to additional information which may be made available to the manager of the organization under all of the terms of said note and this note outlives as fully as it is intended by the manager of the organization.

changes. The blocker gene is authorized to pay said items as damages or liquidated damages or otherwise measureable in money.

concerned with performance may, in this option of the design approach, be best met by its application to the development of solid state devices as revealed, provided that the design process is carried in a systematic manner by the designer himself; and thirdly, it can be used to carry out the detailed design of solid state devices upon this alternative route to new developments.

15 In order to provide for the payment of salaries, severance payments, and other annual charges upon the property occurring at the time of the dissolution of the corporation, it is necessary to make provision for such expenses, and other instruments required of corporators; the above statement is made by the Directors to pay to the above named persons to meet the expenses so as to enable them to do their duty.

Additional features of City Wide's standard and/or other performance-based, prepared and operated in accordance with specific standards of service having jurisdiction over the mortgaged premises.

importance of this is remarkable; it is to complete within a reasonable time any building or improvement now or at any time in the process of section plan the same as the one proposed in the original plan and to pay all costs, expenses and charges for the same.

(1) To compare with the requirements of law with respect to mortgaged property and the use thereof; (2) to determine whether or not the property is being used in conformity with the terms of the mortgage; (3) to ascertain whether or not the property is being used in a manner which is reasonably safe for the protection of persons, with

keep and add premises in good condition and repair, without waste, and free from any meanness or carelessness or neglect on claim of which any expenses whatsoever may be incurred by the lessor to the lessor's expense shall be recoverable of the lessee.

management team, which includes our CEO, John Mulligan, and our CFO, Michael S. Lerner, and in case of legal disputes, and in case of mass under such policies, the Advertiser's sole remedy will be to rescind or cancel the contract or to terminate the services of the particular service provider.

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THIS RIDER IS ATTACHED TO AND MADE PART OF CERTAIN

Assignment of Rents , DATED 7/14/88

EXECUTED BY MIDWEST BANK & TRUST COMPANY, AS TRUSTEE,

U/T/A #

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of Midwest Bank and Trust Company, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said Midwest Bank and Trust Company, not in its' own right, but, as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Bank and Trust Company on account of any warranties, indemnities representation, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

3241

PARCEL 1: LOT 1 (EXCEPT THE NORTH 50 FEET THEREOF) IN BLOCK 11 IN MILLS AND SONS GREEN FIELDS SUBDIVISION OF THE EAST HALF OF THE SOUTH EAST QUARTER AND THE SOUTH HALF OF THE NORTH WEST QUARTER OF THE SOUTH EAST QUARTER AND THE SOUTH HALF OF THE SOUTH WEST QUARTER OF THE NORTH EAST QUARTER AND THE SOUTH HALF OF THE SOUTH EAST QUARTER OF THE NORTH WEST QUARTER OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 1940 72ND COURT, ELMWOOD PARK, ILLINOIS 60635.

PERMANENT INDEX NUMBER: 12-36-406-042

ALSO

PARCEL 2: THE NORTH 33-1/3 FEET OF LOT 75 IN HILLCREST, BEING A SUBDIVISION OF THE NORTH ONE HALF OF SECTION 36, TOWNSHIP 40 NORTH, RANGE 12, EAST OF THE THIRD PRINCIPAL MERIDIAN IN COOK COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 2231 N 74TH AVE., ELMWOOD PARK, ILLINOIS 60635.

PERMANENT INDEX NUMBER: 12-36-212-005

EL802388

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LOAN # 01-43944-72

## ASSUMPTION RIDER TO MORTGAGE

DATED THE 14TH DAY OF JULY, 19 88 BETWEEN

LENDER, CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION

AND BORROWER,

MIDWEST BANK AND TRUST COMPANY  
TR. NO. 88-07-5545 DATED 07-11-88

Notwithstanding anything to the contrary contained in the mortgage to which this Rider is attached, Lender and Borrower agree that the loan secured by the mortgage shall be assumable by a Third Party, hereinafter referred to as the Transferor, only upon the express conditions as are hereinafter set forth.

1. Transferor completes and submits to Lender a completed application for a loan in the amount of the then outstanding principal balance and Transferor qualifies for a loan in that amount and otherwise complies with Lender's loan criteria.

2. The Lender may in its' sole discretion assess to the Transferor a fee in the amount of not more than 3% of the outstanding principal balance of the loan for and in consideration of allowing transferor to assume Borrower's loan.

3. Notwithstanding the foregoing, the Transferor and the property must qualify for a loan pursuant to Lender's standard underwriting criteria before Lender shall be obligated to permit assumption of the above described loan.

All of the other terms of the above described note and mortgage will remain in full force and effect.

IN WITNESS WHEREOF Borrower has executed this Rider the 14TH day of JULY, 19 88.

MIDWEST BANK AND TRUST COMPANY  
U/T/A 88-07-5545, as Trustee & not personally

SEE EXCULFATORY RIDER  
ATTACHED TO AND  
MADE PART HEREOF.

BY: [Signature]  
Vice President

ATTEST: Angela McLean  
Asst. Trust Officer

38310873

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Property of Cook County Clerk's Office

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20370373

THIS RIDER IS ATTACHED TO AND MADE PART OF CERTAIN  
Adjustable Rate Loan Rider  
Assumption Rider, DATED 7/14/88

EXECUTED BY MIDWEST BANK & TRUST COMPANY, AS TRUSTEE,

U/T/A # 88-07-5545

It is expressly understood and agreed by and between the parties hereto that each and all of the warranties, indemnities, representations, covenants, and undertakings and agreements herein made on the part of the trustee are made and intended, not as personal warranties, indemnities, representations, covenants, undertakings and agreements of Midwest Bank and Trust Company, but are made and intended for the sole purpose of binding the trust property, and this document is executed and delivered by said Midwest Bank and Trust Company, not in its' own right, but, as trustee solely in the exercise of the power that conferred upon it as such trustee and no personal liability or personal responsibility is assumed by, nor shall at any time be asserted or be enforceable against Midwest Bank and Trust Company on account of any warranties, indemnities representation, covenants, undertaking or agreement therein contained, whether expressed or implied, all such personal liability, if any, being expressly waived and released by the parties hereto and by all persons claiming by, through and under them.

88-07-0873

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## ADJUSTABLE RATE LOAN RIDER

**NOTICE: THE SECURITY INSTRUMENT SECURES A NOTE WHICH CONTAINS A PROVISION ALLOWING FOR CHANGES IN THE INTEREST RATE. INCREASES IN THE INTEREST RATE WILL RESULT IN HIGHER PAYMENTS. DECREASES IN THE INTEREST RATE WILL RESULT IN LOWER PAYMENTS.**

This Rider is made this . 14TH. day of . . . . . JULY . . . . . , 19 . 88 . , and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to . . . . . CRAGIN FEDERAL SAVINGS AND LOAN ASSOCIATION . . . . . (the "Lender") of the same date (the "Note") and covering the property described in the Security Instrument and located at . . . . . 1940 72ND COURT, ELMWOOD PARK, ILLINOIS 60635 . . . . . ADDITIONAL SECURITY: . . . . . 2231 N. 74TH AVENUE ELMWOOD PARK, ILLINOIS 60635 . . . . . Property Address

**Modifications:** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note has an "Initial Interest Rate" of 8.25%. The Note interest rate may be increased or decreased on the 1ST day of the month beginning on . . . . . DECEMBER 01 . . . . . , 19 . . . . . 87 . , and on that day of the month every 12 months thereafter.

Changes in the interest rate are governed by changes in an interest rate index called the "Index". The Index is the: [Check one box to indicate Index.]

(1)  \* Contract Interest Rate, Purchase of Previously Occupied Homes, National Average for all Major Types of Lenders published by the Federal Home Loan Bank Board.

(2)  SEVENTH DISTRICT COST OF FUNDS, FEDERAL HOME LOAN BANK BOARD

[Check one box to indicate whether there is any maximum limit on changes in the interest rate on each Change Date; if no box is checked there will be no maximum limit on changes.]

(1)  There is no maximum limit on changes in the interest rate at any Change Date.

(2)  The interest rate cannot be changed by more than 1. 1/2 percentage points at any Change Date.

If the interest rate changes, the amount of Borrower's monthly payments will change as provided in the Note. Increases in the interest rate will result in higher payments. Decreases in the interest rate will result in lower payments.

**B. LOAN CHARGES**

It could be that the loan secured by the Security Instrument is subject to a law which sets maximum loan charges and that law is interpreted so that the interest or other loan charges collected or to be collected in connection with the loan would exceed permitted limits. If this is the case, then: (A) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (B) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower.

**C. PRIOR LIENS**

If Lender determines that all or any part of the sums secured by this Security Instrument are subject to a lien which has priority over this Security Instrument, Lender may send Borrower a notice identifying that lien. Borrower shall promptly act with regard to that lien as provided in paragraph A-2 AND 3 of the Security Instrument or shall promptly secure an agreement in a form satisfactory to Lender subordinating that lien to this Security Instrument.

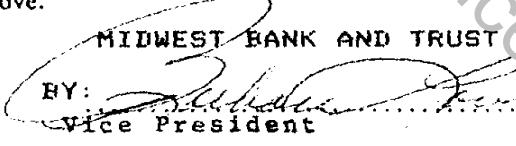
**D. TRANSFER OF THE PROPERTY**

If there is a transfer of the Property subject to paragraph F & G of the Security Instrument, Lender may require (1) an increase in the current Note interest rate, or (2) an increase in (or removal of) the limit on the amount of any one interest rate change (if there is a limit), or (3) a change in the Base Index figure, or all of these, as a condition of Lender's waiving the option to accelerate provided in paragraph F & G.

By signing this, Borrower agrees to all of the above.

SEE EXCULPATORY RIDER  
ATTACHED TO AND  
MADE PART HEREOF.

MIDWEST BANK AND TRUST COMPANY

BY:   
Vice President (Seal)  
—Borrower

ATTEST:   
Asst. Trust Officer (Seal)  
—Borrower

\* If more than one box is checked or if no box is checked, and Lender and Borrower do not otherwise agree in writing, the first Index named will apply.

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